



Wylie City Council

NOTICE OF MEETING

Regular Meeting Agenda

November 10, 2015 – 6:00 p.m.
Wylie Municipal Complex
Council Chambers/Council Conference Room
300 Country Club Road, Building #100

Eric Hogue Mayor
Keith Stephens Mayor Pro Tem
Diane Culver Place 2
Todd Wintters Place 3
Candy Arrington Place 4
William Whitney III Place 5
David Dahl Place 6
Mindy Manson City Manager
Richard Abernathy City Attorney
Carole Ehrlich City Secretary

In accordance with Section 551.042 of the Texas Government Code, this agenda has been posted at the Wylie Municipal Complex, distributed to the appropriate news media, and posted on the City website: www.wylietexas.gov within the required time frame. As a courtesy, the entire Agenda Packet has also been posted on the City of Wylie website: www.wylietexas.gov.

The Mayor and City Council request that all cell phones and pagers be turned off or set to vibrate. Members of the audience are requested to step outside the Council Chambers to respond to a page or to conduct a phone conversation.

The Wylie Municipal Complex is wheelchair accessible. Sign interpretation or other special assistance for disabled attendees must be requested 48 hours in advance by contacting the City Secretary's Office at 972.516.6020.

Hearing impaired devices are available from the City Secretary prior to each meeting.

CALL TO ORDER

Announce the presence of a Quorum

INVOCATION & PLEDGE OF ALLEGIANCE

PRESENTATIONS

- **Wylie Way Students – First Nine Weeks**
- **Proclamation declaring November 2015 as American Diabetes Month (J.R. May, American Diabetes Association)**

- **Presentation on new website** (*C. Kelly, Public Information Officer*)

CITIZENS COMMENTS ON NON-AGENDA ITEMS

Residents may address Council regarding an item that is not listed on the Agenda. Residents must fill out a non-agenda form prior to the meeting in order to speak. Council requests that comments be limited to three (3) minutes. In addition, Council is not allowed to converse, deliberate or take action on any matter presented during citizen participation.

CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

- A. Consider, and act upon, approval of the Minutes of October 27, 2015 Regular Meeting of the Wylie City Council.** (*C. Ehrlich, City Secretary*)
- B. Consider, and act upon, approval of Resolution No. 2015-24(R) authorizing the City Manager to execute an Interlocal Agreement with Collin County concerning the right of way acquisition and construction of McMillen Road from McCreary Road to Country Club Drive (FM 1378).** (*C. Holsted, City Engineer*)
- C. Consider, and act upon, approval of Resolution No. 2015-25(R) authorizing the City Manager of the City of Wylie, Texas to execute an Interlocal Agreement by and between Collin County and the City of Wylie for the Wylie Municipal Complex East Meadow Trail project.** (*M. Sferra, Public Services Director*)
- D. Consider, and act upon, authorizing the Mayor to enter into an Interlocal Agreement with Collin County and the Rita and Truett Smith Public Library for library services for fiscal year 2015-2016 in the amount of \$30,786.63.** (*R. Orozco, Library Director*)
- E. Consider, and act upon, Resolution No. 2015-26(R) authorizing the City Manager to execute an Interlocal Agreement with the Wylie Northeast Special Utility District concerning an interim wastewater agreement.** (*M. Manson, City Manager*)
- F. Consider, and act upon, the approval of the purchase of a Vermeer 15" Brush Chipper from Vermeer Texas-Louisiana in the amount of \$51,900.00 through a cooperative purchasing contract with Buy Board Cooperative Purchasing (#424-13), and authorizing the City Manager to execute any necessary documents.** (*G. Hayes, Purchasing*)
- G. Consider, and act upon, the award of bid #W2016-10-B for Caldwell Estates Addition Sidewalk A.C.T.I.O.N. Project to GT Construction Inc. in the amount of \$99,960.00, and authorizing the City Manager to execute any and all necessary documents.** (*G. Hayes, Purchasing*)
- H. Consider, and act upon, the approval of the purchase of Law Enforcement Uniforms from Red The Uniform Tailor in the estimated annual amount of \$60,000; through an Interlocal purchasing agreement with the Collin County Governmental Purchasing Forum (CCGPF); and authorizing the City Manager to execute any necessary documents.** (*G. Hayes, Purchasing*)

- I. **Consider, and act upon, the approval of the purchase of Laserfiche Avante document management software from MCCI, LLC in the amount of \$51,454.18; through a Texas Department of Information Resources (DIR) purchasing contract (#DIR-SDD-2502) and authorizing the City Manager to execute any necessary documents. (G. Hayes, Purchasing)**

REGULAR AGENDA

1. **Hold a Public Hearing and consider, and act upon, approval of a Replat for Keller's First Addition, Lot 1R, Block 7; Being a Replat of Lot 1 and Lot 2, Block 7, establishing one single family residential lot on 0.376 acres, generally located on the southwest corner of College and Jackson Streets (203 College Street). RP 2015-02. (R. Ollie, Development Services Director)**

Executive Summary

The purpose of the Replat is to reconfigure two lots to establish one single-family residential lot on 0.376 acres. The property is zoned SF – 10/24.

2. **Consider, and act upon, Resolution No. 2015-27(R) casting a vote for a candidate to the Board of Directors of the Collin Central Appraisal District for a two year term beginning January 1, 2016. (C. Ehrlich, City Secretary)**

Executive Summary

The City of Wylie has 58 votes that they may cast for a candidate(s) to the Board of Directors of the Collin Central Appraisal District for a two year term beginning January 1, 2016. There are currently 5 positions open on the board for expiring terms.

3. **Consider, and act upon, Resolution No. 2015-28(R) casting a vote for a candidate to the Board of Directors of the Dallas Central Appraisal District for a two year term beginning January 1, 2016. (C. Ehrlich, City Secretary)**

Executive Summary

The Property Tax Code requires that the Chief Appraiser conduct an election for the purpose of selecting representatives to the Board of Directors of the Dallas Central Appraisal District every two years.

4. **Consider, and act upon, Ordinance No. 2015-37, an Ordinance of the City Council of the City of Wylie, Texas, amending Wylie's Code of Ordinances, Ordinance No. 2005-07, as amended, Chapter 18 (Animals), Article Iv (Animal Shelter Advisory Board), Sections 18-123 (Number Of Members; Qualified Appointment; Terms) And 18-128 (Powers And Duties) To Clarify The Membership And Length Of Member Terms Of The Animal Shelter Advisory Board And To Modify The Board's Reporting Procedure; Providing A Savings/Repealing Clause, Severability Clause And An Effective Date; And Providing For The Publication Of The Caption Hereof. (S. Patton, Animal Control Supervisor)**

Executive Summary

The current Ordinance Sec. 18-123 does not clarify the membership qualified appointments as City of Wylie representatives for the board member serving in the position of daily operation of animal shelter nor member of city council. The clarification of one person whose duties include the daily operation of the animal shelter of the City of Wylie and city council member of the City of Wylie will improve the communication and functionality of the Animal Shelter Advisory Board to increase the effectiveness of the advisory capacity for the City of Wylie Animal Shelter Advisory Board.

5. **Consider, and act upon, Ordinance No. 2015-38 amending exhibit “A” of the Ordinance No. 2015-27 and Section IX (Parks and Recreation) of Appendix C (Wylie Comprehensive Fee Schedule) of the Wylie Code of Ordinances, Ordinance No. 2005-07, for the purpose of establishing fees for the use of the Brown House; providing a definition for the Brown House; Approving a policy for alcohol consumption at the Brown House; Providing a penalty clause, savings/repealing clause, severability clause and effective date; and providing for the publication of the caption hereof. (R. Diaz, Parks and Recreation Superintendent)**

Executive Summary

The City acquired the Brown House from the Birmingham Memorial Land Trust in May of 2015. In order to begin the process of accepting paid reservations from the public, a set of fees needs to be recommended by the Parks and Recreation Board and eventually approved by the City Council.

6. **Consider, and act upon, Resolution No. 2015-29(R) of the City of Wylie, Texas regarding the governance of the North Texas Municipal Water District and the consideration of the water supply contract; and providing for an effective date. (M. Manson, City Manager)**

Executive Summary

A work session was held in July of this year during which the City Council heard a report from the NTMWD Executive Director Tom Kula regarding the questions raised with respect to the ability of the Member Cities to replace their Board members at-will and the desire to reevaluate the current Water Supply Contracts with the member cities and customer cities. Since that time, there have been multiple meetings and discussions regarding both issues. At the most recent meeting initiated by the City of Garland, the request was made of the member cities that a Resolution be adopted by the respective City Councils declaring that the NTMWD Board Members serve at the will of the Cities and, as such, can be removed and replaced at any time.

READING OF ORDINANCES

Title and caption approved by Council as required by Wylie City Charter, Article III, Section 13-D.

WORK SESSION

-
- **Discussion regarding election polling places and administration of the 2016 General Election. (C. Ehrlich, City Secretary)**

RECONVENE INTO REGULAR SESSION

EXECUTIVE SESSION

Recess into Closed Session in compliance with Section 551.001, et.seq. Texas Government Code, to wit:

§§Sec. 551.072. DELIBERATION REGARDING REAL PROPERTY; CLOSED MEETING.

A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on its negotiating position.

- **Discussion regarding property generally located near the intersection of Country Club and Brown St.**

RECONVENE INTO OPEN SESSION

Take any action as a result from Executive Session.

ADJOURNMENT

If during the course of the meeting covered by this notice, the City Council should determine that a closed or executive meeting or session of the City Council or a consultation with the attorney for the City should be held or is required, then such closed or executive meeting or session or consultation with attorney as authorized by the Texas Open Meetings Act, Texas Government Code § 551.001 et. seq., will be held by the City Council at the date, hour and place given in this notice as the City Council may conveniently meet in such closed or executive meeting or session or consult with the attorney for the City concerning any and all subjects and for any and all purposes permitted by the Act, including, but not limited to, the following sanctions and purposes:

CERTIFICATION

I certify that this Notice of Meeting was posted on November 6, 2015 at 5:00 p.m. as required by law in accordance with Section 551.042 of the Texas Government Code and that the appropriate news media was contacted. As a courtesy, this agenda is also posted on the City of Wylie website: www.wylietexas.gov.

Carole Ehrlich, City Secretary

Date Notice Removed



Wylie City Council

Minutes

City Council Meeting

Tuesday, October 27, 2015 – 6:00 p.m.
Wylie Municipal Complex – Council Chambers
300 Country Club Road, Bldg. 100
Wylie, TX 75098

CALL TO ORDER

Announce the presence of a Quorum.

Mayor Eric Hogue called the meeting to order at 6:00 p.m. City Secretary Ehrlich took roll call with the following City Council members present: Mayor Eric Hogue, Mayor pro tem Keith Stephens, Councilwoman Candy Arrington, Councilman Todd Wintters, Councilwoman Diane Culver, and Councilman William Whitney III. Councilman David Dahl was absent.

Staff present were: City Manager, Mindy Manson; Assistant City Manager, Jeff Butters; Development Services Director, Renae Ollie; City Engineer, Chris Holsted; WEDC Executive Director, Sam Satterwhite; Finance Director, Linda Bantz; Fire Chief, Brent Parker; City Secretary, Carole Ehrlich; Public Information Officer, Craig Kelly; and various support staff.

INVOCATION & PLEDGE OF ALLEGIANCE

Mayor pro tem Stephens gave the Invocation and Councilwoman Culver led the Pledge of Allegiance.

PRESENTATIONS

- **Presentation for Municipal Court Week November 2-6.** (*L. Bantz, Finance Director*)

Mayor Hogue read a proclamation declaring the week of November 2-6, 2015 as Municipal Court Week. Municipal Court Supervisor, Lisa Davis; Municipal Court Judge, Art Maldonado; Municipal Court Prosecutor, Don High; Deputy Court Clerk, Alex Ocanas, and Finance Director Linda Bantz were presented with the proclamation.

- **Proclamation of Nov 6, 2015 as Arbor Day in the City of Wylie.** (*S. Rodgers, Parks Manager*)

Mayor Hogue read a proclamation designating November 6, 2015 Arbor Day in the City of Wylie. Parks Manager Shohn Rodgers was present and invited those present to join the Parks

Department in a live oak tree give away to be held November 6th between the Library and Recreation Center from 9:00 a.m. to 10:00 a.m.

- **Presentation to the City of a donation of \$30,000.00 from the Creekside Estates Homeowner's Association for construction of a playground.** (*S. Rodgers, Parks Manager*)

Creekside Estate HOA members presented a check for \$30,000.00 to the City of Wylie Parks Department to assist in building a new playground, in the newest portion of the development. Mayor Hogue thanked the association and residents for their many donations to improve the quality of life for their residents.

CITIZENS COMMENTS ON NON-AGENDA ITEMS

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Bobby Heath, representing the Wylie Downtown Merchants Association, invited those present to attend the annual Boo on Ballard to be held in conjunction with the "Night of Wonder" magic show, October 29, 2015 starting at 5:30 p.m.

CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

- A. **Consider, and act upon, approval of the Minutes of October 13, 2015 Regular Meeting of the Wylie City Council.** (*C. Ehrlich, City Secretary*)
- B. **Consider, and act upon, approval of a Preliminary Plat for CVS Country Club Addition, creating three lots on 5.573 acres, generally located on the southwest corner of Country Club Road and Parker Road.** (*R. Ollie, Development Services Director*)
- C. **Consider, and act upon, approval of a Preliminary Plat for Kreymer Park, developing 151 residential lots, generally located on East Stone Road approximately 2000' south of East Brown Street.** (*R. Ollie, Development Services Director*)
- D. **Consider, and act upon, the monthly Revenue and Expense Report for the Wylie Economic Development Corporation as of September 30, 2015.** (*S. Satterwhite, WEDC Director*)
- E. **Consider, and place on file, the City of Wylie Monthly Investment Report for September 30, 2015.** (*L. Bantz, Finance Director*)
- F. **Consider, and place on file, the City of Wylie Monthly Revenue and Expenditure Report for September 30, 2015.** (*L. Bantz, Finance Director*)

- G. Consider, and act upon, approval of Resolution No. 2015-22(R) authorizing the City Manager to execute a restated Interlocal Agreement with Collin County concerning the construction of Ballard Avenue from Alanis Drive to the Collin County line. *(C. Holsted, City Engineer)*
- H. Consider, and act upon, the approval of the purchase of a Horton Medical Unit from Professional Ambulance Services in an estimated amount of \$213,364.00 through a cooperative purchasing contract with H-GAC Buy (AM10-14), and authorizing the City Manager to execute any necessary documents. *(G. Hayes, Purchasing)*
- I. Consider, and act upon, the approval of the purchase of a 2 Ton Terrastar Utility Truck from Southwest International Trucks Inc. in the estimated amount of \$63,006.65 through a cooperative purchasing contract with the Texas Association of School Boards Buy Board Agreement #430-13, and authorizing the City Manager to execute any necessary documents. *(G. Hayes, Purchasing)*
- J. Consider, and act upon, the approval of the purchase of Dodge Ram trucks from Grapevine DCJ, LLC in the estimated amount of \$157,000.00 through a cooperative purchasing contract with Tarrant County, Texas (#2015-107), and authorizing the City Manager to execute any necessary documents. *(G. Hayes, Purchasing)*
- K. Consider, and act upon, the approval of the purchase of Dodge Ram trucks from Grapevine DCJ, LLC in the estimated amount of \$56,000.00 through a cooperative purchasing contract with Buy Board Cooperative Purchasing (#430-13), and authorizing the City Manager to execute any necessary documents. *(G. Hayes, Purchasing)*
- L. Consider, and act upon, accepting a donation to the City in the amount of \$30,000.00 by the Creekside Estates Homeowner's Association for the construction of a new playground at Creekside Estates Park. *(S. Rodgers, Parks Manager)*

Council Action

A motion was made by Councilman Wintters, seconded by Mayor pro tem Stephens to approve the Consent Agenda as presented. A vote was taken and the motion passed 6-0 with Councilman Dahl absent.

Mayor Hogue convened into Executive Session at 6:20 p.m. reading the caption below.

EXECUTIVE SESSION

Recess into Closed Session in compliance with Section 551.001, et.seq. Texas Government Code, to wit:

§§ Sec. 551.071. CONSULTATION WITH ATTORNEY; CLOSED MEETING.

A governmental body may not conduct a private consultation with its attorney except:

- (1) when the governmental body seeks the advice of its attorney about:
 - (A) pending or contemplated litigation; or
 - (B) a settlement offer; or
- (2) on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.

- Discussion regarding foreclosure of property located at 900 W. Kirby Rd.

RECONVENE INTO OPEN SESSION

Take any action as a result from Executive Session.

Mayor Hogue reconvened into Open Session at 6:32 p.m.

REGULAR AGENDA

1. **Consider, and act upon, Resolution No. 2015-23(R), a Resolution of the City Council of the City of Wylie, Texas, authorizing the City Manager to execute the consent for access to property between Wylie and the Environmental Protection Agency concerning access to property located at 900 W. Kirby, Wylie, Texas 75098; Further authorizing the City Manager to take and all other actions necessary to effectuate the same; and providing for an effective date hereof.** *(J. Butters, Asst. City Manager)*

Council Action

A motion was made by Mayor pro tem Stephens, seconded by Councilwoman Culver to adopt Resolution No. 2015-23(R), a resolution of the City Council of the City of Wylie, Texas, authorizing the City Manager to execute the consent for access to property between Wylie and the Environmental Protection Agency concerning access to property located at 900 W. Kirby, Wylie, Texas 75098.; further authorizing the City Manager to take all other actions necessary to effectuate the same; and providing for an effective date hereof. A vote was taken and the motion passed 6-0 with Councilman Dahl absent.

2. **Consider, and act upon, Ordinance No. 2015-36, amending Ordinance No. 2009-12 (Consolidated Fee Ordinance) and Section V. (Impounding, Boarding, and Adoption Fees) of Appendix C (Wylie Comprehensive Fee Schedule) of the Wylie Code of Ordinances; providing for a repealing savings and severability clauses: providing for an effective date of this Ordinance.** *(S. Patton, Animal Control Supervisor)*

Staff Comments

Animal Shelter Supervisor Shelia Patton addressed Council stating that currently the adoption fee is \$25.00 and a \$50.00 voucher fee to be paid by the adopter if the animal is not sterilized. This \$50.00 voucher is utilized by the adopter to assist with the cost of sterilization of the adopted animal at their veterinarian. After adoption, citizens must get any and all necessary vaccines and sterilization and then provide proof of such to the Animal Control. This is inefficient for citizens who have to make multiple trips back to the shelter, and animal shelter staff, who often have to chase down the required proof. This amendment will allow the shelter to work with a low cost provider to have adoptable animals sterilized, microchipped, and vaccinated in advance of the adoption.

Council Action

A motion was made by Mayor pro tem Stephens, seconded by Councilwoman Arrington to adopt Ordinance No. 2015-36, amending Ordinance No. 2009-12 (Consolidated Fee Ordinance) and Section V. (Impounding, Boarding and Adoption Fees) of Appendix C (Wylie Comprehensive Fee Schedule) of the Wylie Code of Ordinances; providing for a repealing, savings, and severability clauses; and providing for an effective date of the Ordinance. A vote was taken and the motion passed 6-0 with Councilman Dahl absent.

READING OF ORDINANCES

Title and caption approved by Council as required by Wylie City Charter, Article III, Section 13-D.

City Secretary Ehrlich read the caption to Ordinance No. 2015-36 into the official record.

ADJOURNMENT

A motion was made by Mayor pro tem Stephens, seconded by Councilwoman Culver to adjourn the meeting at 6:46 p.m. A vote was taken and the motion passed 6-0 with Councilman Dahl absent.

Eric Hogue, Mayor

ATTEST:

Carole Ehrlich, City Secretary



Wylie City Council

AGENDA REPORT

Meeting Date: November 10, 2015
Department: Engineering
Prepared By: Engineering
Date Prepared: November 2, 2015

Item Number: B
(City Secretary's Use Only)
Account Code: _____
Budgeted Amount: _____
Exhibits: Resolution

Subject

Consider, and act upon, approval of Resolution No. 2015-24(R) authorizing the City Manager to execute an Interlocal Agreement with Collin County concerning the right of way acquisition and construction of McMillen Road from McCreary Road to Country Club Drive (FM 1378).

Recommendation

Consider, and act upon, approval of Resolution No. 2015-24(R) authorizing the City Manager to execute Interlocal Agreement with Collin County concerning the right of way acquisition and construction of McMillen Road from McCreary Road to Country Club Drive (FM 1378).

Discussion

The 2007 Collin County Bond Program included \$4,149,375 for the reconstruction of McMillen Road from McCreary Road to Country Club Drive. Collin County also approved an additional \$1,676,775 from the 2007 discretionary funds. The county previously released \$1,000,000 for engineering leaving \$4,826,150 available for right of way acquisition and construction.

Collin County currently has \$2,426,775 available for the project and approval of the ILA will allow funding to be released to acquire the right of way.

RESOLUTION NO. 2015-24(R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, HEREBY AUTHORIZING THE CITY MANAGER OF THE CITY OF WYLIE, TEXAS, TO EXECUTE THE INTERLOCAL AGREEMENT BETWEEN COLLIN COUNTY AND THE CITY OF WYLIE CONCERNING THE CONSTRUCTION OF MCMILLEN ROAD FROM MCCREARY ROAD TO COUNTRY CLUB DRIVE (FM 1378).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS:

SECTION 1: The City Manager of the City of WYLIE, Texas, is hereby authorized to execute, on behalf of the City Council of the City of WYLIE, Texas, the interlocal agreement between Collin County and the City of Wylie concerning the construction of McMillen Road from McCreary Road to Country Club Drive (FM 1378),

SECTION 2: This Resolution shall take effect immediately upon its passage.

RESOLVED THIS THE 10th day of November, 2015.

ERIC HOGUE, Mayor

ATTEST TO:

CAROLE EHRLICH, City Secretary

EXHIBIT “A”

Interlocal Agreement

**INTERLOCAL AGREEMENT
BETWEEN COLLIN COUNTY AND THE CITY OF WYLIE
FOR CONSTRUCTION OF McMILLEN ROAD FROM
EAST OF MCCREARY RD TO FM 1378 BOND PROJECT # 07-091
2015 and DISCRETIONARY FUNDING**

WHEREAS, the County of Collin, Texas (“County”) and the City of Wylie, Texas (“City”) desire to enter into an agreement concerning the construction of McMillen Road and other improvements from east of McCreary Road to FM 1378 in Collin County, Texas; and

WHEREAS, the Interlocal Cooperation Act (Texas Government Code Chapter 791) authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, the 2007 Bond program allocated a total of \$4,149,375 to the City of Wylie’s project #07-091, McMillen Road from McCreary Road to FM 1378; and

WHEREAS, on October 14, 2008 a (2008 FUNDING) Interlocal Agreement in the amount of \$500,000 was approved for engineering services (CO# 2008-861-10-14), and on December 6, 2012, a (2009 FUNDING) Interlocal Agreement in the amount of \$500,000 was approved for engineering services (CO# 2010-976-12-06); and

WHEREAS, the Collin County Commissioners Court approved the 2007 Discretionary prioritization list to include this project on October 20, 2014, Court Order #2014-810-10-20 for an additional funding amount of \$1,676,775; and

NOW, THEREFORE, this Agreement is made and entered into by the County and the City upon and for the mutual consideration stated herein, the receipt and sufficiency of which is hereby acknowledged.

WITNESSETH:

ARTICLE I.

The City shall arrange to construct improvements to McMillen Road, hereinafter called (the “Project”). The Project shall consist of constructing a 4-lane divided concrete roadway, a distance of approximately 6,000 feet. The improvements shall also include construction of underground storm sewers as part of the road improvements. All improvements shall be designed to meet or exceed the current Collin County design standards and shall be constructed in accordance with the plans and specifications approved by the City.

ARTICLE II.

The City shall acquire all necessary right-of-way for the Project. The City shall prepare plans and specifications for the improvements, accept bids and award a contract to construct the improvements and administer the construction contract. In all such activities, the City shall comply with all state statutory requirements. The City shall provide the County with a copy of the executed construction contract(s) for the Project.

ARTICLE III.

The City estimates the total cost of the Project to be \$11,655,000, which shall include land acquisition, engineering, construction, inspection, testing, and construction administration costs including contingencies. The total amount of Funds remitted by the County during 2015 shall not exceed \$2,426,775. The Payment Schedule is as follows:

- (a) Within thirty (30) days after the City request payment for the County, the County shall remit a portion of the Funds to the City to cover any and all right of way acquisition costs for the Project, including but not limited to, the cost to acquire the right of way through eminent domain.
- (b) Within thirty (30) days after all of the following have occurred, the County shall remit to the City fifty percent (50%) of the Funds not already disbursed for right of way costs under (a).
 - (1) the City issues a notice to the lowest responsible bidder to start construction of the Project;
 - (2) the City requests payment from the County; and
 - (3) County bond money is available.
- (c) Within thirty (30) days after the City issues a notice that the Project is fifty percent (50%) complete and requests payment from the County, the County shall remit the remaining Funds not already disbursed under this Agreement.
- (d) At the completion of the Project, the City shall provide a final accounting of expenditures for the Project. If the actual cost of the Project is less than the estimated cost of \$11,655,000, the City shall reimburse the County so that the County will have only paid fifty percent (50%) of the actual cost of the Project.
- (e) The Commissioners Court may revise this payment schedule based on the progress of the Project.

ARTICLE IV.

The City shall prepare for the County an itemized statement specifying Project costs that have been incurred to date and submit detailed Project cost and progress reports every thirty (30) days until Project completion.

ARTICLE V.

The City and County agree that the party paying for the performance of governmental functions or services shall make those payments only from current revenues legally available to the paying party.

ARTICLE VI.

INDEMNIFICATION. TO THE EXTENT ALLOWED BY LAW, EACH PARTY AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER (AND ITS OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT.

ARTICLE VII.

VENUE. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. The parties agree that this Agreement is performable in Collin County, Texas and that exclusive venue shall lie in Collin County, Texas.

ARTICLE VIII.

SEVERABILITY. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the agreement shall be enforced as if the invalid provision had never been included.

ARTICLE IX.

ENTIRE AGREEMENT. This Agreement embodies the entire agreement between the parties and may only be modified in a writing executed by both parties. This

Agreement supersedes all prior negotiations, representations and/or agreements, either written or oral.

ARTICLE X.

SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this Agreement without the written consent of the other party.

ARTICLE XI.

IMMUNITY. It is expressly understood and agreed that, in the execution of this Agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

ARTICLE XII.

TERM. This Agreement shall be effective upon execution by both parties and shall continue in effect annually until final acceptance of the Project. This Agreement shall automatically renew annually during this period.

APPROVED AS TO FORM:

COUNTY OF COLLIN, TEXAS

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: Keith Self
Title: County Judge
Date: _____
Executed on this ____ day of _____,
20__, by the County of Collin,
pursuant to Commissioners' Court
Order No. _____.

ATTEST:

CITY OF WYLIE, TEXAS

By: _____
Name: Carole Ehrlich
Title: City Secretary
Date: _____

By: _____
Name: Mindy Manson
Title: City Manager
Date: _____
Executed on behalf of the City of
Wylie pursuant to City Council

Resolution No. _____

APPROVED AS TO FORM:

By: _____

Name:

Title: City Attorney

Date: _____



Wylie City Council

AGENDA REPORT

Meeting Date: November 10, 2015
Department: Public Services
Prepared By: Mike Sferra
Date Prepared: October 29, 2015

Item Number: C
(City Secretary's Use Only)

Account Code: _____
Budgeted Amount: _____

Exhibits: Resolution, Interlocal Agreement, Conceptual Site Plan

Subject

Consider, and act upon, approval of Resolution No. 2015-25(R) authorizing the City Manager of the City of Wylie, Texas to execute an Interlocal Agreement by and between Collin County and the City of Wylie for the Wylie Municipal Complex East Meadow Trail project.

Recommendation

Motion to approve Resolution No. 2015-25(R) authorizing the City Manager of the City of Wylie, Texas to execute an Interlocal Agreement by and between Collin County and the City of Wylie for the Wylie Municipal Complex East Meadow Trail project.

Discussion

In November 2007, the citizens of Collin County approved a \$17 million bond proposition for Parks and Open Space. This year, the County is providing funding assistance in the amount of \$2,412,432 to 16 applicants. The Collin County Parks Foundation Advisory Board administers the Project Funding Assistance Program which is a reimbursement program. Applicants must have at minimum dollar for dollar in matching funds, comprised of direct cash or in-kind services, for the project being proposed.

On June 23, 2015, the City Council approved Resolution No. 2015-14(R) authorizing the submittal of a grant application to the Collin County Parks and Open Space Project Funding Assistance Program for the Wylie Municipal Complex East Meadow Trail project. The grant application was submitted to the County in July 2015, and in October 2015, Collin County Commissioners Court approved an award of \$500,000 to the City of Wylie for the project.

The grant application requested funding from Collin County for the purpose of installing trails in the east meadow of the Municipal Complex property following the recommendations in the 2010 City of Wylie Parks, Recreation and Open Space Master Plan, and the 2012 Trails Master Plan. This trail will connect with, and extend the current trail, which was completed this year. This new extension will provide approximately 6,700 more linear feet of trail, and a connection point to the Creekhollow neighborhood to the east, where the City currently owns two lots purchased for this reason.

Future agenda items regarding the necessary budget amendments to account for the revenues and expenses will be prepared for Council consideration.

The Interlocal Cooperation Act (Texas Government Code, Chapter 791) authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act.

The attached Interlocal Agreement outlines the responsibilities of the City and the process for reimbursement.

RESOLUTION NO. 2015-25(R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, HEREBY AUTHORIZING THE CITY MANAGER OF THE CITY OF WYLIE, TEXAS, TO EXECUTE AN INTERLOCAL AGREEMENT BY AND BETWEEN COLLIN COUNTY AND THE CITY OF WYLIE FOR THE WYLIE MUNICIPAL COMPLEX EAST MEADOW TRAIL PROJECT.

WHEREAS, Collin County, Texas, is a duly organized political subdivision of the State of Texas engaged in the administration of County Government and related services for the benefit of the citizens and residents of Collin County; and

WHEREAS, the Interlocal Cooperation Act (Texas Government Code Chapter 791) authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, the 2007 Collin County Bond Election established a pool of funding for park and open space development in Collin County; and

WHEREAS, Collin County, Texas and the City of Wylie, Texas desire to enter into an agreement concerning development of the Wylie Municipal Complex East Meadow Trail in the City of Wylie; and

WHEREAS, the City of Wylie and Collin County have determined that the development of park land may be performed most economically by implementing this agreement; and

WHEREAS, this agreement will benefit the residents of the County and provide additional park and recreational facilities and open space for all County residents; and

WHEREAS, this agreement will support and advance the mission of the Collin County Parks and Open Space Strategic Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS:

SECTION 1. The findings set forth above are incorporated into the body of this resolution as if fully set forth herein.

SECTION 2. Collin County agrees to fund a portion of the total cost of the project, in an amount not to exceed \$500,000.00, for the development of the Wylie Municipal Complex East Meadow Trail Project.

SECTION 3. An official copy of this resolution shall be forwarded to the Collin County Commissioners' Court for their consideration.

SECTION 4. The City Manager of the City of Wylie is hereby authorized to enter into an Interlocal Agreement with Collin County for the Wylie Municipal Complex East Meadow Trail Project.

SECTION 5. This Resolution shall take effect immediately upon its passage.

RESOLVED THIS THE 10th day of November, 2015.

ERIC HOGUE, Mayor

ATTEST TO:

CAROLE EHRLICH, City Secretary



COLLIN COUNTY

Special Projects
4690 Community Avenue, Suite 200
McKinney, Texas 75071
972-548-3744
www.collincountytx.gov

October 19, 2015

City of Wylie
Michael Sferra
300 Country Club Road, Bldg. 100
Wylie, Texas 75098

RE: Collin County Project Funding Assistance Program

The Collin County Parks Foundation Advisory Board completed review of applications and provided funding recommendations, which were approved by Commissioners Court on October 12, 2015.

On behalf of Commissioners Court, the Advisory Board is pleased to inform you that the **Wylie Municipal Complex East Meadow Trail** project was awarded **\$500,000** in funding.

Enclosed are four (4) originals of the Interlocal Agreement for execution. **Please leave signature tags affixed and return all signed originals to Teresa Nelson at the above address.** Upon execution by the Collin County Commissioners Court an original will be returned for your file. The project must not commence until both parties have executed this Agreement.

The 2007 Parks and Open Space Bond, 6th Series, will provide funding assistance to sixteen (16) applicants for a total of \$2,412,432.

If you have any questions you may contact Teresa Nelson (972) 548-3744.

Best regards,

Nancy Joslin
Chairperson
Parks Foundation Advisory Board

Enclosure

**INTERLOCAL AGREEMENT
BETWEEN
COLLIN COUNTY
AND THE
CITY OF WYLIE**

WHEREAS, the County of Collin, Texas ("County") and the City of City ("City") desire to enter into an Agreement concerning improvements to Wylie Municipal Complex East Meadow Trail in the City of Wylie, Collin County, Texas; and

WHEREAS, the Interlocal Cooperation Act (Texas Government Code Chapter 791) authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, the City and County have determined that the improvements may be constructed most economically by implementing this Agreement; and

WHEREAS, the City and the County find that this Agreement will benefit the residents of the County and provide additional park and recreational facilities and open space for all County residents; and

WHEREAS, this Agreement will support or advance the mission of the Collin County Parks and Open Space Strategic Plan;

NOW, THEREFORE, this Agreement is made and entered into by the County and the City upon and for the mutual consideration stated herein.

WITNESSETH:

ARTICLE I.

The City shall arrange for improvements to Wylie Municipal Complex East Meadow Trail, hereinafter called the "Project".

ARTICLE II.

The City shall prepare plans and specifications for improvements, accept bids, award a construction contract and administer the construction contract in accordance with all state statutory requirements. The City shall provide the county with a copy of executed construction contract(s) for the Project. All improvements shall be in accordance with the plans and specifications approved by the City. Changes to the Project which alter the initial funding set forth in Exhibit "A" must be reviewed by the Parks Foundation Advisory Board and approved by Commissioners Court.

ARTICLE III.

The City will not expend assistance funds to acquire easements or real property for use as right-of-way.

ARTICLE IV.

The City estimates the total actual cost of the Project to be \$1,532,735.00. The County agrees to fund a portion of the total cost to construct improvements described in Exhibit "A" in an amount not to exceed **\$500,000.00**. The County shall reimburse the City for invoices paid by the City for costs related to items described in Exhibit "A" on a dollar for dollar matching basis. Should the City receive funding or reimbursement from third party sources for items described in Exhibit "A", then the County's matching obligations shall be calculated so as to exclude such third-party funding amounts. Alternative payment schedules would require Commissioners Court approval.

ARTICLE V.

Collin County's dollar for dollar matching participation in this project shall not exceed \$500,000.00 as indicated in Article IV above. The City shall be responsible for any costs, which exceed the total estimated project cost.

ARTICLE VI.

The City shall install a **project sign** identifying the project as being partially funded by the Collin County 2007 Parks and Open Space Bond Program. The City shall also provide **before, during and after photos** and **quarterly progress reports** in electronic format or via US mail to the contact identified on Exhibit "A". Following completion of the project, the City shall provide **an itemized final accounting of expenditures** including in-kind services or donations for the project. All projects for which the County has provided funds through its 2007 Parks and Open Space Bond Program must remain open and accessible to all County residents.

ARTICLE VII.

The City and County agree that the party paying for the performance of governmental functions or services shall make those payments only from current revenues legally available to the paying party.

ARTICLE VIII.

INDEMNIFICATION. To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to, or resulting from its performance under this Agreement, or caused by its negligent acts

or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this Agreement.

ARTICLE IX.

VENUE. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. The parties agree that this Agreement is performable in Collin County, Texas and that exclusive venue for any disputes arising under this Agreement shall lie in Collin County, Texas.

ARTICLE X.

SEVERABILITY. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

ARTICLE XI.

ENTIRE AGREEMENT. This Agreement embodies the entire Agreement between the parties and may only be modified in writing executed by both parties.

ARTICLE XII.

SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this Agreement without the written consent of the other party.

ARTICLE XIII.

IMMUNITY. It is expressly understood and agreed that, in the execution of this Agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

ARTICLE XIV.

TERM. This Agreement shall be effective upon execution by both parties and shall continue in effect annually until final acceptance of the Project.

ARTICLE XV.

The declarations, determinations and findings declared, made and found in the preamble to this Agreement are hereby adopted, restated and made part of the operative provisions hereof.

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____
Date: _____

COUNTY OF COLLIN, TEXAS

By: _____
Name: Keith Self
Title: County Judge
Date: _____
Executed on this ____ day of _____,
20 __, by the County of Collin,
pursuant to Commissioners' Court
Order No. _____
County Bond Project: 07PG83

ATTEST:

By: _____
Name: _____
Title: _____
Date: _____

CITY OF WYLIE

By: _____
Name: _____
Title: _____
Date: _____
Executed on behalf of the City of
Wylie pursuant to City
Council Resolution No. _____

APPROVED AS TO FORM:

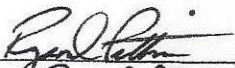
By: 
Name: Ryan D. Pittman
Title: Deputy City Attorney
Date: Nov. 5, 2015

EXHIBIT "A"

The County will provide funding assistance for the following:

- ☐ Concrete trail (Item 5)

Total funding

\$500,000.00

Contact Information

Request for reimbursement submitted to:

Collin County
Special Projects
Teresa Nelson
4690 Community Avenue, Suite 200
McKinney, Texas 75071
972-548-3744

Submission of electronic photos and quarterly reports:

Teresa Nelson
tnelson@collincountytexas.gov

Project Manager Contact: (must be able to answer specific questions regarding project)

Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____



 **Parking Lot**

 **Bench
Trash Can
Light**

 **Bridge**



Wylie City Council

AGENDA REPORT

Meeting Date: November 10, 2015
Department: Library
Prepared By: Rachel Orozco
Date Prepared: November 3, 2015

Item Number: D
(City Secretary's Use Only)
Account Code: _____
Budgeted Amount: \$ 30,786.63
Exhibits: 1

Subject

Consider, and act upon, authorizing the Mayor to enter into an Interlocal Agreement with Collin County and the Rita and Truett Smith Public Library for library services for fiscal year 2015-2016 in the amount of \$30,786.63

Recommendation

Motion to authorize the Mayor to enter into an Interlocal Agreement with Collin County and the Rita and Truett Smith Public Library for library services for fiscal year 2015-2016 in the amount of \$30,786.63.

Discussion

Collin County allocates funds for library services to cities in the county. For fiscal year 2016, Collin County will fund the Rita and Truett Smith Public Library \$30,786.63 from October 2015 through September 2016. Payments are made to the City of Wylie on a quarterly basis.

THE STATE OF TEXAS

COUNTY OF COLLIN

**INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF COLLIN
AND THE CITY OF WYLIE
REGARDING THE RITA & TRUETT SMITH
PUBLIC LIBRARY**

I.

This agreement is made and entered by and between Collin County, a political subdivision of the State of Texas, hereinafter referred to as the “**COUNTY**” and the City of Wylie; a political subdivision of the State of Texas; hereinafter referred to as the “**CITY**”.

II.

The **COUNTY** and **CITY** agree as follows:

The **COUNTY** is a duly organized political subdivision of the State of Texas engaged in the administration of County Government and related services for the benefit of the citizens and residents of Collin County.

The **CITY** is a duly organized political subdivision of the State of Texas engaged in the administration of County Government and related services for the benefit of the citizens and residents of Collin County.

The Rita & Truett Smith Public Library, hereinafter referred to as the “**LIBRARY**”, is a department of the City established by the City Council for administering and providing library services for the general public in Wylie and Collin County, Texas.

The undersigned officers or agents of the **COUNTY** and the **CITY** are properly authorized officials and agents and each has the necessary authority to execute this contract on behalf of said agent’s principal and that

any necessary resolutions or orders extending said authority have been duly passed and are now in full force and effect.

The **COUNTY** agrees to fund the **CITY** in the amount of \$30,786.63 for the 2016 fiscal year (October 2015 through September 2016) of the **COUNTY**, under the conditions and terms set out herein.

In exchange for said funds provided by the **COUNTY**, the **CITY** will provide the following services to the citizens of Collin County for the year of 2016:

The **LIBRARY** shall continue to provide full library services for residents of Collin County, Texas, without distinction between those who reside within or without an incorporated area of the county. "Full library services" shall mean access to all library materials made available to Wylie residents. Notwithstanding the foregoing, City reserves the right to adopt and enforce rules and regulations regarding the use of the library facilities which make reasonable distinctions between Wylie residents and non-residents. City may promulgate rules regarding general access to library materials, including internet access, in its sole discretion.

The **LIBRARY** shall perform such other functions and duties as may be required of it by law or by lawful authority.

All benefits and services provided by the **LIBRARY** and the administration of its program or programs shall be done in conformity with all State and Federal Laws and without regard to race, religion, gender or ethnic background of the persons being served, and without regard to the immigration status of the persons being served.

All funds provided to the **CITY** by the **COUNTY** shall be used solely for library services to the public.

The **CITY** shall diligently prepare and keep accurate and current records of its board meetings, official actions and expenditures and shall

permit inspection and copying of said records by authorized agents of the Commissioners' Court, District Attorney and County Auditor of Collin County, Texas from 8:00 A.M. to 5:00 P.M. Monday through Friday of each week (except officially recognized holidays).

The **CITY** shall comply with the Texas Open Records Act and the Texas Open Meetings Act, provided that matters and records deemed confidential by law shall not be compromised.

For the aforementioned services provided by the **CITY**, the **COUNTY** agrees to pay to the **CITY** for the full performance of this agreement the annual amount of \$30,786.63; to be paid on a quarterly basis. The **CITY** understands and agrees that payment by the **COUNTY** to the **CITY** shall be made in accordance with the normal and customary processes and business procedures of the **COUNTY**, and in conformance with applicable state law.

Neither of the parties to this agreement waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions. The **CITY** is not given authority by this contract to place the **COUNTY** under any manner of legal obligation to any third party, person, entity or agency, and is not hereby made an agent of the **COUNTY** for the purpose of incurring liability. The **CITY** does not have under this agreement authority or legal capacity to admit or confess error or liability on behalf of the **COUNTY**.

The effective date of this agreement shall be the day that it is signed by both parties.

This agreement and any of its terms and provisions, as well the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas.

In the event that any portion of this agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

COLLIN COUNTY

SIGNATURE: _____
Keith Self, Collin County Judge

Date

CITY OF WYLIE

SIGNATURE: _____

Date

PRINT NAME: _____

TITLE: _____



Wylie City Council

AGENDA REPORT

Meeting Date: November 10, 2015
Department: City Manager
Prepared By: Mindy Manson
Date Prepared: November 3, 2015

Item Number: E
(City Secretary's Use Only)
Account Code: _____
Exhibits: 3

Subject

Consider, and act upon, Resolution No. 2015-26(R) authorizing the City Manager to execute an Interlocal Agreement with the Wylie Northeast Special Utility District concerning an interim wastewater agreement.

Recommendation

Motion to approve Resolution No. 2015-26(R) authorizing the City Manager to execute an Interlocal Agreement with the Wylie Northeast Special Utility District concerning an interim wastewater agreement.

Discussion

Since the Inspiration Subdivision (originally known as the Hanover Development) was initially proposed in 2008, the City of Wylie has worked to ensure that the neighborhood would be connected to the regional waste water system, rather than be served by a small, independent treatment plant located near Lake Lavon. To that end, we worked through the process available to us with the Texas Commission on Environmental Quality and ultimately arrived at a Development Agreement that was approved by the City Council 2011. That Agreement set out some land use and development requirements, as well as the criteria for the timing that the development would be required to tie into the regional waste water system.

The Agreement allowed the development to operate with a small on-site plant until a specified flow was reached, and at that time provisions would be made to tie the subdivision to one of the waste water treatment plants in the NTMWD system. Since that original Agreement was approved, the land changed hands and the new developers wish to forgo the small on-site plant option and work to connect to the regional system.

Staff has worked with the Wylie Northeast Special Utility District (WNE), who will be the provider of water and sewer to Inspiration in order to identify a logical connection between that service area and the Muddy Creek Waste Water Treatment Plant. The ultimate permanent connection for the fully built-out neighborhood will take longer to implement due to the need to acquire right-of-way, complete engineering and so forth. The proposed term of the Interim Agreement is 3 years with a specified average and maximum daily flow. If approved, this will allow time for the work to be completed for the proposed permanent connection.

RESOLUTION NO. 2015-26(R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS HEREBY AUTHORIZING THE CITY MANAGER OF THE CITY OF WYLIE, TEXAS, TO EXECUTE THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF WYLIE AND THE WYLIE NORTHEAST SPECIAL UTILITY DISTRICT CONCERNING AN INTERIM WASTEWATER SERVICE AGREEMENT.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS:

SECTION 1: The City manager of the City of WYLIE, Texas is hereby authorized to execute, on behalf of the City Council of the City of WYLIE, Texas, the Interlocal Agreement between the City of Wylie and the Wylie Northeast Special Utility district concerning an interim wastewater service agreement,

SECTION 2: This Resolution shall take effect immediately upon its passage.

RESOLVED this the 10th day of November, 2015.

ERIC HOGUE, Mayor

ATTEST TO:

CAROLE EHRLICH, City Secretary

INTERIM WASTEWATER SERVICE AGREEMENT

This Interim Wastewater Service Agreement (this “Agreement”) is entered into by the City of Wylie, Texas (“City”), and Wylie Northeast Special Utility District (“SUD”) effective this ____ day of _____, 2015 (the “Effective Date”). City and SUD are individually referred to herein as a “Party” and collectively as the “Parties.”

ARTICLE I

RECITALS

Circumstances that lead to this Agreement are as follows:

1.1 North Texas Municipal Water District (“NTMWD”) owns, operates and maintains a wastewater treatment and collection system known as the Muddy Creek Regional Wastewater System (the “Muddy Creek System”) pursuant to which it operates the Muddy Creek Regional Wastewater Treatment Plant (“Muddy Creek Plant”) for treatment of wastewater.

1.2 NTMWD and City previously entered into a contract for wastewater treatment by NTMWD of City wastewater dated effective May 27, 1999 and a contract for wastewater transmission of City wastewater dated effective May 27, 2004 (collectively, the “Wastewater Contracts”).

1.3 Under the Wastewater Contracts, NTMWD currently provides wastewater collection and treatment service for areas within City commencing at the point of entry into the Muddy Creek System generally shown on Exhibit “A” attached hereto (the “City/Muddy Creek POE”).

1.4 SUD also provides wastewater collection and service and, pursuant to an agreement with NTMWD dated effective December 20, 2010, may transport the wastewater it collects to another regional wastewater treatment facility plant operated by NTMWD that is not the Muddy Creek Plant (the “Other Regional Facility”).

1.5 SUD provides wastewater services to property located within the boundaries of Collin County Water Control Improvement District #3 (“WCID #3”) pursuant to a contract dated September 3, 2008 between SUD and WCID #3 (through an assignment to WCID #3).

1.6 NTMWD and SUD previously entered into a Settlement Agreement dated effective December 14, 2010, pursuant to which (i) SUD was allowed or permitted to construct a temporary on-site wastewater treatment facility within the boundaries of WCID #3 (the “Temporary Facility”), (ii) NTMWD was to operate the Temporary Facility; (iii) wastewater from the Temporary Facility was to be discharged into Lake Lavon, and (iv) SUD was to subsequently construct a lift station and pipeline to transmit wastewater from within the boundaries of WCID #3 (the “WCID #3 Wastewater”) to the Other Regional Facility to replace the Temporary Facility and the discharge into Lake Lavon.

1.7 The Parties have now determined that all Parties would best be served by (i) SUD not constructing the Temporary Facility, and (ii) not discharging the WCID #3 Wastewater from the Temporary Facility into Lake Lavon, but instead, on an interim basis, having SUD provide wastewater services within WCID #3 at this time by transporting the WCID #3 Wastewater to a point of entry located within City generally shown on Exhibit "B" (the "WCID #3/City POE") so that the WCID #3 Wastewater is transmitted through City's collection system into the Muddy Creek System to the Muddy Creek Plant as shown on Exhibit "A".

1.8 City has additional collection system capacity under the Wastewater Contracts and is therefore willing, on an interim basis, to allow SUD to use the WCID #3/City POE to transport the WCID #3 Wastewater into City's wastewater collection system and to allow such wastewater to flow through the City's wastewater collection system to the City/Muddy Creek POE as shown on Exhibit "A".

1.9 In a separate document between NTMWD and City, NTMWD has acknowledged that the Muddy Creek System has adequate capacity for the arrangement contemplated in Sections 1.7 and 1.8 and has acknowledged City may allow the WCID #3 Wastewater to flow through City's wastewater collection system on an interim basis into the Muddy Creek System and be treated at the Muddy Creek Plant; said document shall be in such form as is normal and customary for NTMWD.

1.10 SUD is willing to immediately design and construct a lift station from within WCID #3 (the "Lift Station") and a pipeline to allow the WCID #3 Wastewater to be transported to the WCID #3/City POE.

1.11 The Parties have also determined that, on a long-term basis, the procedure contemplated by the Settlement Agreement for transport of the WCID #3 Wastewater to the Other Regional Facility should not be utilized and that, instead, SUD should construct a pipeline to transport the WCID #3 Wastewater from the Lift Station to flow directly into the Muddy Creek System without going through the WCID #3/City POE.

1.12 The Parties agree and acknowledge that the Parties should work together with one another, NTMWD and other stakeholders in the Muddy Creek System to structure a mutually desirable program to plan, develop, fund, and construct long-term improvements to the Muddy Creek System, including the Muddy Creek Plant, that will allow the Muddy Creek System and Muddy Creek Plant to serve SUD, customers serviced by SUD (including WCID #3) and other Participants and customers of NTMWD.

1.13 The Parties agree and acknowledge that this Agreement will be beneficial to the regions primary water reservoir, Lake Lavon, and will provide a preparatory step for SUD and other entities to become part of the Muddy Creek System, which will benefit all Parties and stakeholders in the region by diversifying the user base and related financing of operational costs, debt service, and future capital expansion of the Muddy Creek System.

ARTICLE II

ADOPTION OF RECITALS AND CONSIDERATION

2.1 Each Party acknowledges the Recitals set forth in Article II of this Agreement and agrees that such Recitals are hereby incorporated into, and made a part of, this Agreement. For and in consideration of the Recitals set forth in Article I and the representations, agreements and covenants contained in this Agreement, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as set forth in the following Sections of this Agreement.

ARTICLE III

CONSTURCTION OF SUD INTERIM FACILITIES

3.1 Within seventy-five (75) days after the Effective Date, SUD shall provide to City a set of engineering plans and specifications (the “Plans”) prepared by a registered professional engineer for the construction of a wastewater transmission system from the Lift Station to the WCID #3/City POE, which transmission system shall consist of the Lift Station, force main and companion gravity main, and meter, all of sufficient size and capacity to transport expected volumes of the WCID #3 Wastewater from the Lift Station to the WCID #3/City POE during the Term (the “SUD Interim Facilities”). The Parties anticipate that the Lift Station and portions of the pipeline set forth in the Plans may, subsequent to the Term, be used to transport the WCID #3 Wastewater from the Lift Station to a point of entry directly into the Muddy Creek System that will not utilize the WCID #3/City POE or the City’s wastewater collection system. Therefore, at such time as it has prepared such plans, SUD shall provide to NTMWD a set of the engineering plans for any portion of the above wastewater transmission system that is contemplated to be used for portions of the long-term improvements to the Muddy Creek System that may be hereinafter proposed.

3.2 Within twenty (20) days after receiving the Plans, NTMWD and City shall confer as needed and shall provide any comments the entity (City or NTMWD) may have on the Plans. After receipt of such comments, SUD shall have ten (10) days to address the comments and concerns of NTMWD and City. If the Parties are unable to resolve any differences over the Plans within such ten-day period, they shall thereafter meet with one another, with each Party agreeing to work in a commercially reasonable manner to resolve such differences as expeditiously as possible. Once the Plans have been approved by City and NTMWD, City shall promptly provide written approval of such Plans to SUD.

3.3 SUD shall not commence construction of the SUD Interim Facilities until NTMWD and City have provided written approval of the Plans in accordance with the procedure set forth in Sections 3.1 and 3.2.

3.4 As between the Parties, all costs for the construction of the SUD Interim Facilities shall be the responsibility of SUD, and NTMWD and City shall have no responsibility for such costs. Except for maintenance of the meters as described in Section 4.1, all operational and

maintenance costs for the SUD Interim Facilities shall be the responsibility of SUD.

3.5 SUD agrees that the Plans and the construction of the SUD Interim Facilities shall comply with all applicable laws and regulations.

ARTICLE IV

MEASUREMENT OF WASTEWATER FLOWS AND LIMITATION ON FLOWS

4.1 Once the SUD Interim Facilities have been completed, SUD may commence the transmission of the WCID #3 Wastewater from the Lift Station to the WCID #3/City POE.

4.2 Ownership of the meters at the WCID #3/City POE installed for purposes of measuring the WCID #3 Wastewater flows shall be vested with City. City hereby grants a license to NTMWD and to SUD to access such meters. NTMWD shall be responsible for maintaining the meters in accordance with NTMWD's standard maintenance policy for meters.

4.3 All the WCID #3 Wastewater entering the WCID #3/City POE shall be limited to wastewater produced within the current boundaries of WCID #3 and from properties granting easements for the wastewater transmission line conveying the wastewater flow to the WCID #3 / City POE; however, any property to be provided wastewater outside of the WCID #3 shall be requested by SUD in writing and approved / authorized in writing by City prior to service being provided.

4.4 SUD agrees not to discharge a volume of WCID #3 Wastewater into the WCID #3/City POE in excess of: an average daily flow of 175,000 gallons per day; a maximum (peak) day flow of 300,000 gallons per day, measured at the WCID #3/City POE; or a peak hour flow of 17,000 gallons per hour.

4.5 SUD agrees not to discharge WCID #3 Wastewater into the WCID #3/City POE that exceeds any of the following normal wastewater concentrations:

- (a) 275 milligrams per liter BOD (Biological Oxygen Demand);
- (b) 300 milligrams per liter TSS (Total Suspended Solids);
- (c) pH, not less than six (6) or greater than nine (9); and
- (d) 0.1 milligrams per liter Hydrogen Sulfide.

4.6 City agrees not to knowingly accept into the WCID#3/City POE any WCID #3 Wastewater in excess of such limitations.

4.7 City agrees to the flows of the WCID #3 Wastewater in accordance with this Article IV.

4.8 Title to all the WCID #3 Wastewater shall remain with SUD until discharged by SUD into the WCID #3/City POE, after which point title to the WCID #3 Wastewater shall pass to City until subsequently discharged into City/Muddy Creek POE, at which point title to such WCID #3 Wastewater shall pass to NTMWD. NTMWD shall have the right of re-use of the WCID #3 Wastewater treated at its Muddy Creek Plant to the extent authorized by all applicable laws and regulations.

4.9 SUD covenants that the transmission of the WCID #3 Wastewater to the WCID #3/City POE shall comply with all applicable laws and regulations.

4.10 City covenants that the transmission of the WCID #3 Wastewater from the City/Muddy Creek POE to the Muddy Creek Transmission System POE shall comply with all applicable laws and regulations and contractual provisions of City's agreement with NTMWD.

4.11 SUD shall be authorized to enter into a contract with WCID #3 authorizing the transport of WCID #3 Wastewater from the Lift Station to the WCID#3/City POE; the payment, allocation and reimbursement of the costs of constructing the Interim Facilities; the allocation and payment of the operational and maintenance costs of the Interim Facilities; and all other relevant matters as determined between such parties.

4.12 City shall continue to be responsible for maintenance and operation of City's wastewater collection and transmission system from the WCID #3/City POE to the City/Muddy Creek POE.

4.13 The Parties hereto acknowledge that NTMWD shall continue to be responsible for maintenance and operation of the Muddy Creek System according to existing agreements with City.

ARTICLE V

CHARGES AND PAYMENTS

5.1 SUD shall pay City charges for transport and treatment of the WCID #3 Wastewater (the "Wastewater Charges") equal to the amount derived by multiplying the number of gallons of WCID #3 Wastewater metered for the billing period times the Calculated Rate. For purposes of this Agreement, the "Calculated Rate" shall be equal to the per gallon unit cost paid by City to NTMWD pursuant to the Wastewater Contracts times a factor of 1.2.

5.2 City shall invoice SUD on a monthly basis for the Wastewater Charges. Invoices shall be prepared by City and delivered to SUD based on such billing cycle as agreed to between City and SUD and shall be consistent with the meter reading cycle at the WCID #3/City POE. SUD shall be responsible for paying such invoices within twenty (20) days after receipt. If an invoice is not paid within such time period, it shall be considered delinquent and subject to an additional charge of 5% as a late payment fee.

5.3 City shall be obligated to NTMWD for the payment of all amounts due under the Wastewater Contracts and this Agreement for transport and treatment of the WCID #3 Wastewater into the Muddy Creek System.

5.4 Either SUD or City shall have the right to request verification of the accuracy of the meters located at the WCID# 3/City POE by witnessing NTMWD calibrations. Should disagreement arise regarding the accuracy of the meters, either SUD or City shall have the right

to have an outside meter company evaluate the meters with NTMWD personnel once in any six (6) month period.

ARTICLE VI

TERM

6.1 This Agreement shall be for a term of three (3) years from the Effective Date unless terminated in writing by the Parties prior to the end of such three-year period.

ARTICLE VII

LONG TERM AGREEMENT

7.1 Within 60 days after the Effective Date, the Parties shall commence discussions with each other and with other stakeholders and NTMWD in the Muddy Creek System to structure a mutually desirable program to plan, develop, fund, and construct long-term improvements to the Muddy Creek System, including the Muddy Creek Plant, that will allow the Muddy Creek System and Muddy Creek Plant to serve SUD and other participants and customers of NTMWD. The Parties will work with one another in a commercially reasonable manner to complete a plan within twelve (12) months after the Effective Date for the construction and financing of long-term improvements to the Muddy Creek System such that SUD will be able to commence and complete construction within twenty four (24) months of a pipeline to transport WCID #3 Wastewater from the Lift Station to flow directly into the Muddy Creek System without going through the WCID #3/City POE.

ARTICLE VIII

REMEDIES

8.1 Each Party shall indemnify, defend and hold harmless each of the Other Parties and such other Parties' officers, agents, contractors, and employees (the "Indemnified Parties") from and against any and all risks, liabilities, liens, demands, suits, actions, losses, expenses, damages, costs (including, but not limited to attorneys' fees, accountant's fees, engineers' fees, consultants' fees and experts' fees), and claims because of injury to persons (including death) and/or injury or damage to or loss of any property or improvements to the extent arising from or caused by the acts and/or omissions of the indemnifying Party or such indemnifying Party's officers, agents, contractors, or employees in the execution of, performance under, or attempted performance under this Agreement.

8.2 The Parties acknowledge that the covenants and obligations of each Party under this Agreement are of a special nature and that any actual or threatened breach, violation, or evasion of such covenants and obligations will (a) result in damages to the other Parties in amounts

difficult to ascertain, and (b) give rise to irreparable injury to the other Parties. Accordingly, each Party agrees that the other Parties shall have a right to sue and shall be entitled to equitable relief, including without limitation, injunctive relief (in the form of a temporary restraining order, temporary injunction, and permanent injunction) and specific performance, without the necessity of proof of actual damage or posting a bond, against the actual or threatened breach, violation, or evasion of such covenants and obligations by the breaching Party in any proceeding that either of the other Parties may bring to enforce any provision of this Agreement, in addition to any other available legal remedies.

8.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES SHALL, AND HEREBY DO, IRREVOCABLY WAIVE THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE, CONTROVERSY, CLAIM, OR CAUSE OF ACTION BETWEEN THEM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

ARTICLE IX

MISCELLANEOUS

9.1 This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior or contemporaneous agreements or understandings, verbal or written, between the parties hereto respecting such matters. This Agreement may be amended by written amendment executed by all Parties thereto, but not otherwise.

9.2 Article and Section headings in this Agreement shall not be used in construing this Agreement.

9.3 This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

9.4 If any provisions of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder this Agreement shall not be affected thereby, and every other term and provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

9.5 In the event that any Party is rendered unable, wholly or in part, to perform any of its obligations under this Agreement (by reason of act of God, failure or national moratorium of operation of the banks, transfer agents, brokers, stock exchanges or modes of transportation; or work stoppages or restraint by court order or other public authority; or action or inaction concerning governmental or regulatory authorizations; or transportation delay, or death or personal injury to a representative of a Party whose signature is necessary), upon the provision of written notice that fully relates the particulars of the claimed force majeure, including, but not limited to, the dates on which it commenced and ceased or is expected to cease by the Party

claiming force majeure to the other Party as soon as is reasonably practicable after the occurrence of the cause relied upon, the obligations of the Party claiming force majeure, to the extent they are affected by the force majeure, shall be suspended during the continuance of any inability of performance so caused. This Agreement shall not be terminated by reason of any such cause but shall remain in full force and effect. Any Party rendered unable to fulfill any of its obligations under this Agreement by reason of force majeure shall exercise the utmost diligence to remove such inability. The suspension of obligations of a Party to this Agreement pursuant to this Section 9.5 shall be added to the time specified in other provisions of this Agreement for the purpose of calculating the date on which certain conditions of this Agreement are to be satisfied.

9.6 Each Party hereby agrees that it will take all actions necessary to fully carry out the purposes and intent of this Agreement and reasonably cooperate with each other Party in doing so.

9.7 All notices, demands or other communications given in connection with or required under this Agreement must be in writing and delivered to the person to whom it is directed; notices, demands or other communications not given in the manner set forth in this Section 9.9 shall be void and of no effect. Notices, demands or other communications may be given by hand delivery, delivery service, email, or by telecopy. Any notice, demand or other communication given by certified mail, return receipt requested, shall be deemed to have been given and received three (3) days after deposit thereof (with proper postage affixed and addressed to the party to be notified as provided herein) with a post office or other depository under the care or custody of the United States Postal Service. Any notice, demand or other communication given by means other than certified mail, return receipt requested, shall be deemed to have been given and received when actually delivered to the below stated address of the party to whom it is addressed. All notices, demands and other communications shall be given to the parties hereto at the following addresses:

To City:

City of Wylie, Texas
300 Country Club Rd
Wylie, TX 75098
Attention: Mindy Manson
Email: mindy.manson@wylietetexas.go

To SUD:

Wylie Northeast Special Utility District
P.O. Box 1029
745 Parker Road
Wylie, Texas 75098
Email: chester@wylienortheastwater.com

Any Party entitled to receive notices hereunder may change the address for notice specified above by giving the other parties entitled to receive notices hereunder ten (10) days' advance written notice of such change of address.

9.8 This Agreement may be assigned by a Party only with the prior written consent of the other Parties, which consent shall not be unreasonably withheld or delayed. The other Parties may require any proposed assignee to execute a document evidencing the responsibility of assumption by the assignee of the obligations assigned under this Agreement.

9.9 This Agreement shall inure only to the benefit of the Parties hereto, their heirs, successors and assigns and third persons not privy hereto shall not, in any form or manner, be considered third-party beneficiaries of this Agreement.

9.10 The Parties agree and acknowledge that this Agreement does not create a joint venture, partnership, or joint enterprise, that each party is not an agent of the other entity, and that each Party is responsible for its own acts and omissions in conjunction with performance of this Agreement, and without waiving any rights or defenses under the laws of the State of Texas.

9.11 This Agreement shall be governed by the laws of the State of Texas.

9.12 In the event that any legal proceeding is brought to enforce this Agreement or any provision hereof, the same shall be brought in the state and federal courts located in Collin County, Texas, and each of the Parties hereto consents to the exclusive jurisdiction of such courts.

9.13 The following Exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A – Illustration of City WW Transmission Main POE connection with the
NTMWD Muddy Creek System

Exhibit B – Illustration of anticipated WW main (portion of long term and balance of
interim) transferring wastewater from Inspiration (WCID #3) to POE with
City System

Executed to be effective as of the Effective Date:

THIS AGREEMENT REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WYLIE in a Regular meeting on the ____ day of _____, 2015 with authorization for the City Manager and City Secretary to execute the agreement on behalf of the City of Wylie.

CITY OF WYLIE, TEXAS

, City Secretary

Mindy Manson, City Manager

THIS AGREEMENT REVIEWED AND APPROVED BY THE BOARD OF DIRECTORS OF THE WYLIE NORTHEAST SPECIAL UTILITY DISTRICT in a Regular meeting on the ____ day of _____, 2015 with authorization for the President and Board Secretary to execute the agreement on behalf of the Wylie Northeast Special Utility District.

WYLIE NORTHEAST SPECIAL UTILITY DISTRICT

Brenda Kellow, Secretary

Jimmy C. Beach, President

STATE OF TEXAS §

COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared **MINDY MANSON**, in her capacity as City Manager of the **CITY OF WYLIE, TEXAS**, a Texas Home Rule Municipality, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she has executed the same on behalf of said entity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2015.

Notary Public, Collin County, Texas

My commission expires _____

STATE OF TEXAS §

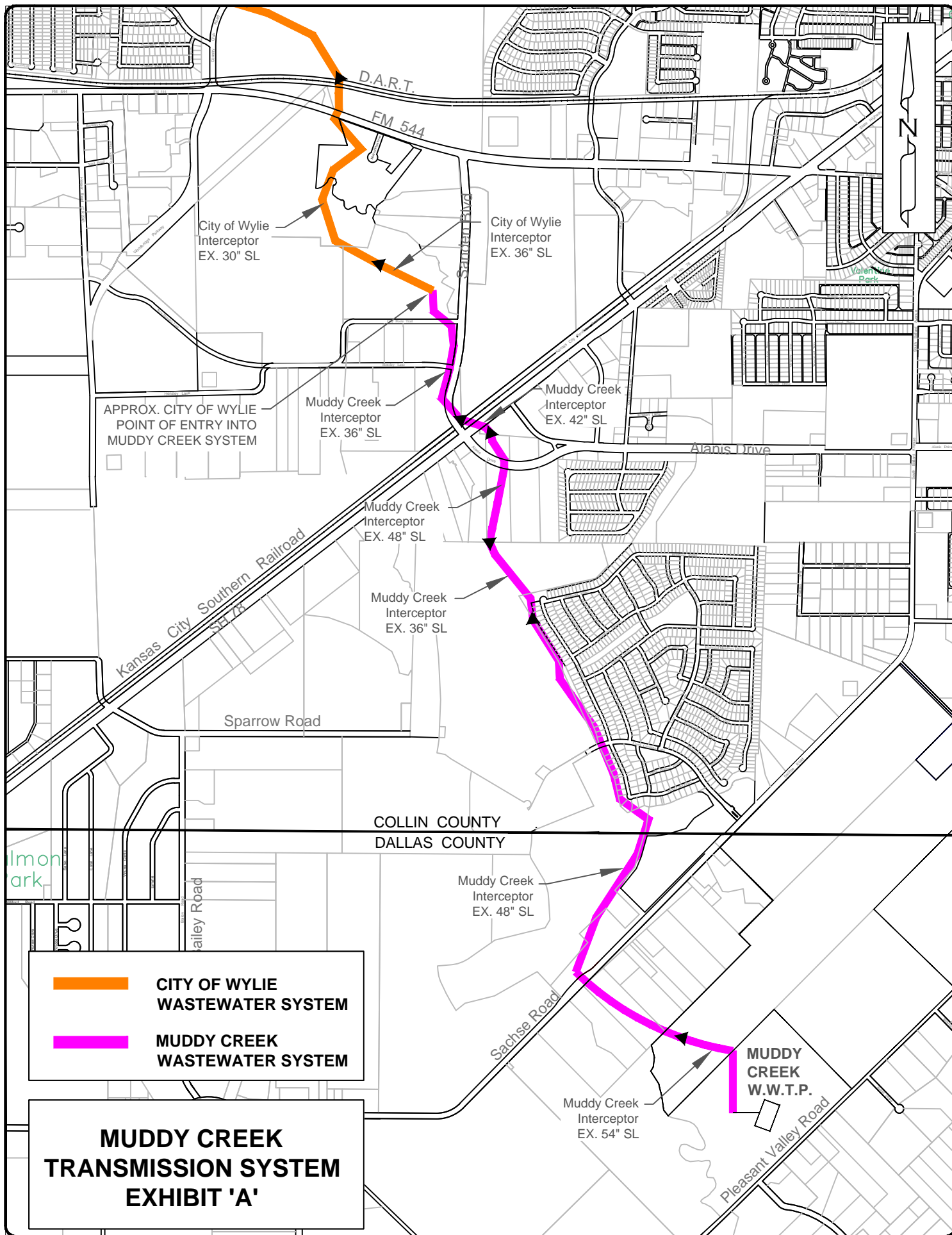
COUNTY OF COLLIN §

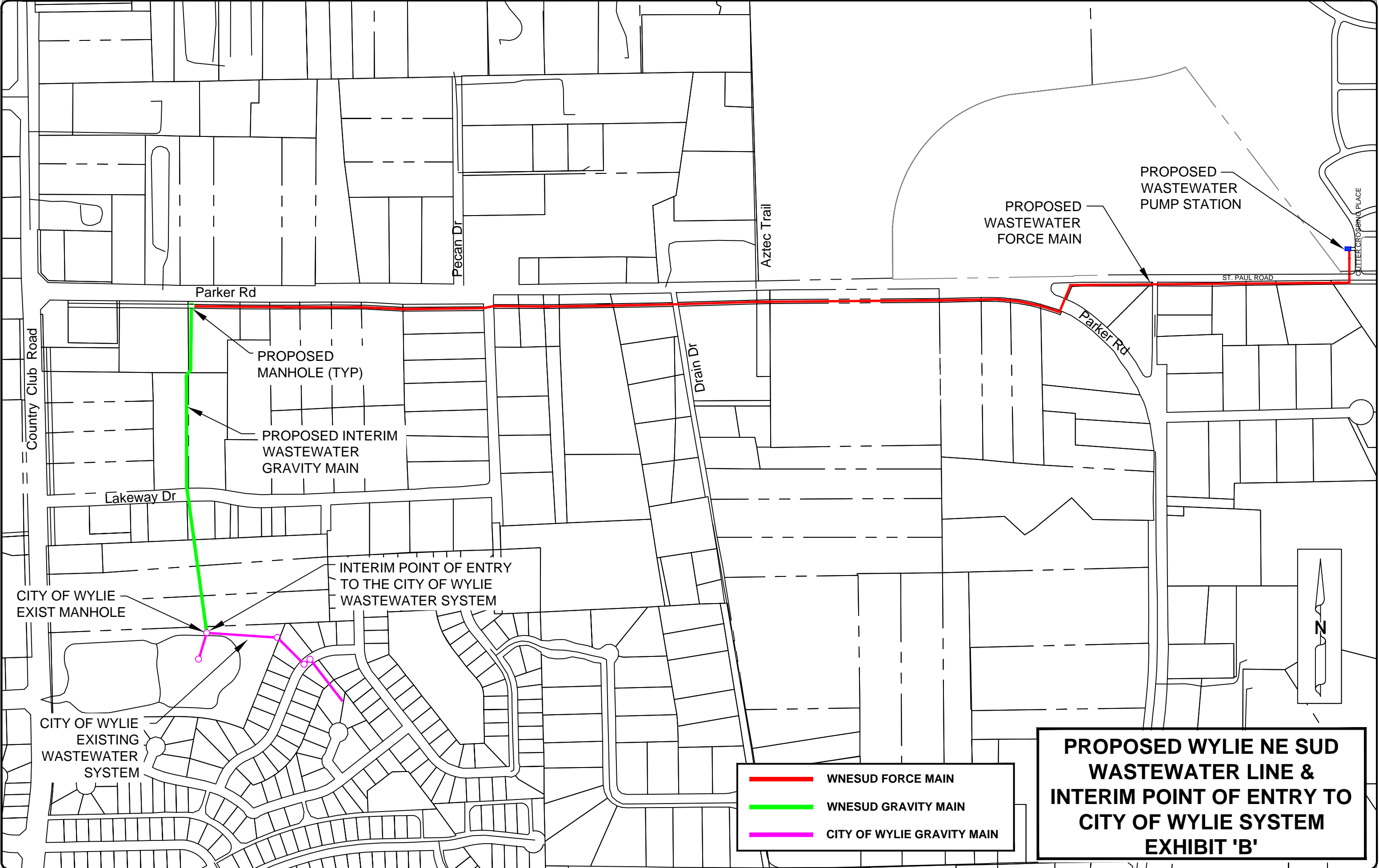
BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared ***JIMMY C. BEACH***, in his capacity as **PRESIDENT** of the **WYLIE NORTHEAST SPECIAL UTILITY DISTRICT**, a Texas Special Utility District, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he has executed the same on behalf of said entity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2015.

Notary Public, Collin County, Texas

My commission expires _____







**NORTH TEXAS MUNICIPAL
WATER DISTRICT**

Regional Service Through Unity

October 27, 2015

Mindy Manson
City Manager
City of Wylie
300 Country Club Road
Wylie, Texas 75098

Re: Interim Wastewater Service Agreement Between City of Wylie and Wylie
Northeast Special Utility District

Dear Mrs. Manson:

North Texas Municipal Water District (NTMWD) owns, operates and maintains the Muddy Creek Regional Wastewater System. The cities of Wylie and Murphy are participants in that system. The District acknowledges the City of Wylie is entering into an interim wastewater service agreement with Wylie Northeast Special Utility District to provide wastewater services. NTMWD has reviewed and confirmed the Muddy Creek System has adequate capacity for the arrangement described in the referenced agreement.

If you need additional information or have questions, please do not hesitate to contact us.

Sincerely,


THOMAS W. KULA
Executive Director

TWK:JMS:JC:sh

xc: Chester Adams – Wylie NE SUD
Jenna Covington – NTMWD



Wylie City Council

AGENDA REPORT

Meeting Date: November 10, 2015
Department: Parks
Prepared By: Purchasing
Date Prepared: November 3, 2015

Item Number: F
(City Secretary's Use Only)
Account Code: 112-5614-58850
Budgeted Amount: \$59,000
Exhibits: _____

Subject

Consider and act upon the approval of the purchase of a Vermeer 15" Brush Chipper from Vermeer Texas-Louisiana in the amount of \$51,900.00 through a cooperative purchasing contract with Buy Board Cooperative Purchasing (#424-13), and authorizing the City Manager to execute any necessary documents.

Recommendation

A motion authorizing the approval of the purchase of a Vermeer 15" Brush Chipper from Vermeer Texas-Louisiana in the amount of \$51,900.00 through a cooperative purchasing contract with Buy Board Cooperative Purchasing (#424-13), and authorizing the City Manager to execute any necessary documents.

Discussion

Staff recommends the approval of the purchase of a Vermeer 15" Brush Chipper from Vermeer Texas-Louisiana in the amount of \$51,900.00 through a cooperative purchasing contract with Buy Board Cooperative Purchasing (#424-13), as the equipment which will provide the best overall value of longevity and life-cycle cost. Wylie Agreement W2016-24-I

The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Section 271 Subchapter F of the Local Government Code; and by doing so satisfies any State Law requiring local governments to seek competitive bids for items.



Wylie City Council

AGENDA REPORT

Meeting Date: November 10, 2015
Department: Public Services
Prepared By: Purchasing
Date Prepared: November 2, 2015

Item Number: G
(City Secretary's Use Only)
Account Code: 450-5450-58150
Budgeted Amount: \$120,000.00
Exhibits: A.C.T.I.O.N. Map; Bid
Tabulation

Subject

Consider, and act upon, the award of bid #W2016-10-B for Caldwell Estates Addition Sidewalk A.C.T.I.O.N. Project to GT Construction Inc. in the amount of \$99,960.00, and authorizing the City Manager to execute any and all necessary documents.

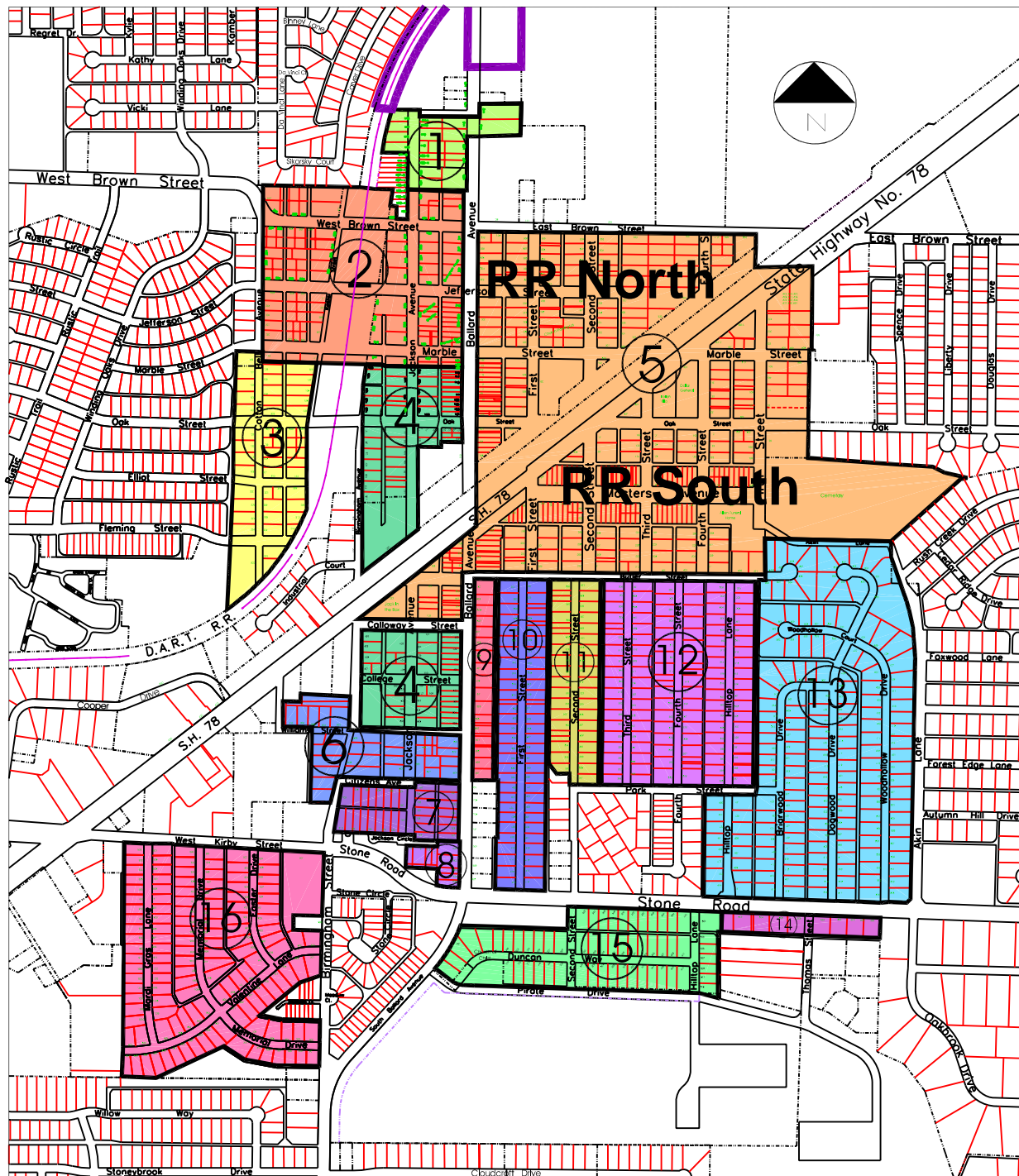
Recommendation

A motion to approve the award of bid #W2016-10-B for Caldwell Estates Addition Sidewalk A.C.T.I.O.N. Project to GT Construction Inc. in the amount of \$99,960.00, and authorizing the City Manager to execute any and all necessary documents.

Discussion

Through the 1999 and 2005 bond elections, Wylie citizens approved a total of \$1,000,000 in funding to improve sidewalk infrastructure throughout the City. In 2007, the City Planning Department aided this effort with the development of the Accountable Communities Through Involvement of Neighborhoods (A.C.T.I.O.N.) program. This program identified a core group of established neighborhoods within which to focus community-based improvements such as street and sidewalk repairs. Over the years, the City has spent approximately \$800,000 in sidewalk improvements, and this current project is a continuation of that purpose.

Staff recommends the award of bid #W2016-10-B for Caldwell Estates Addition Sidewalk A.C.T.I.O.N. Project to GT Construction Inc. in the amount of \$99,960.00.



LEGEND

- | | |
|----------------------------|------------------------------|
| 1 Russell Addition | 9 Butler Addition |
| 2 Brown & Burns Addition | 10 Lavon Terrace Addition |
| 3 Keller's Second Addition | 11 Fairview Addition |
| 4 Keller's First Addition | 12 Bostic Addition |
| 5 Railroad Addition | 13 Wylwood Addition |
| 6 Calloway Addition | 14 Eldridge Addition |
| 7 Southside Addition | 15 Caldwell Estates Addition |
| 8 J.M. Butler Addition | 16 Holiday Terrace Addition |



CITY OF WYLIE A.C.T.I.O.N. MAP

DATE: FEBRUARY 2007
REVISED DATE:



**BID TABULATION
W2016-10-B**

**CALDWELL ESTATES ADDITION – SIDEWALK A.C.T.I.O.N. PROJECT
October 30, 2015 @ 3:00 pm CDT**

Respondents:

G.T. Construction Inc.

J. Nichols Construction Inc.

Pricing:

\$ 99,960.00

\$146,083.00

I certify that the above includes all firms who submitted a bid and that pricing is as submitted.

Glenna Hayes

Glenna Hayes C.P.M., A.P.P. Purchasing Agent

October 30, 2015

Date

“BID TABULATION STATEMENT”

ALL BIDS SUBMITTED FOR THE DESIGNATED PROJECT ARE REFLECTED ON THIS BID TAB SHEET. **HOWEVER, THE LISTING OF A BID ON THIS SHEET SHOULD NOT BE CONSTRUED AS A COMMENT ON THE RESPONSIVENESS OF SUCH BID OR AS ANY INDICATION THAT THE CITY ACCEPTS SUCH BID AS RESPONSIVE.** THE CITY WILL MAKE A DETERMINATION AS TO THE RESPONSIVENESS OF BIDS SUBMITTED BASED UPON COMPLIANCE WITH ALL APPLICABLE LAWS AND CITY OF WYLIE BID SPECIFICATIONS AND PROJECT DOCUMENTS. THE CITY WILL NOTIFY THE SUCCESSFUL BIDDER UPON AWARD OF THE CONTRACT AND, ACCORDING TO LAW, ALL BIDS RECEIVED WILL BE AVAILABLE FOR INSPECTION AT THAT TIME.

PURCHASING DEPARTMENT
CITY OF WYLIE, TEXAS



Wylie City Council

AGENDA REPORT

Meeting Date: November 10, 2015
Department: Police Department
Prepared By: Purchasing
Date Prepared: November 5, 2015

Item Number: H
(City Secretary's Use Only)
Account Code: 100-5211-52710
Budgeted Amount: \$58,000
Exhibits: _____

Subject

Consider and act upon the approval of the purchase of Law Enforcement Uniforms from Red The Uniform Tailor in the estimated annual amount of \$60,000; through an interlocal purchasing agreement with the Collin County Governmental Purchasing Forum (CCGPF); and authorizing the City Manager to execute any necessary documents.

Recommendation

A motion authorizing the purchase of Law Enforcement Uniforms from Red The Uniform Tailor in the estimated annual amount of \$60,000; through an interlocal purchasing agreement with the Collin County Governmental Purchasing Forum (CCGPF); and authorizing the City Manager to execute any necessary documents.

Discussion

Staff recommends the approval of the purchase of various law enforcement uniform items from Red The Uniform Tailor in the estimated annual amount of \$60,000.

The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Section 271 Subchapter F of the Local Government Code; and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (City of Frisco Bid # 1306-061; Wylie Agreement #2014-83-I)



Wylie City Council

AGENDA REPORT

Meeting Date:	<u>November 10, 2015</u>	Item Number:	<u>I</u>
Department:	<u>City Secretary</u>		<i>(City Secretary's Use Only)</i>
Prepared By:	<u>Purchasing</u>	Account Code:	<u>100-5155-58810</u>
Date Prepared:	<u>November 5, 2015</u>	Budgeted Amount:	<u>\$57,000</u>
		Exhibits:	<u></u>

Subject

Consider and act upon the approval of the purchase of Laserfiche Avante document management software from MCCI, LLC in the amount of \$51,454.18; through a Texas Department of Information Resources (DIR) purchasing contract (#DIR-SDD-2502) and authorizing the City Manager to execute any necessary documents.

Recommendation

A motion authorizing the approval of the purchase of Laserfiche Avante document management software from MCCI, LLC in the amount of \$51,454.18; through a Texas Department of Information Resources (DIR) purchasing contract (#DIR-SDD-2502) and authorizing the City Manager to execute any necessary documents.

Discussion

Staff recommends the approval of the purchase of Laserfiche Avante document management software from MCCI, LLC. The expense for purchase, implementation and support in year one (1) will be \$51,454.18, and ongoing annual support is estimated at \$17,903/fiscal year. The City is utilizing a Texas DIR contract for this purchase, resulting in a cost savings of \$4,634.00.

Laserfiche Avante will allow for the automation of routing forms submitted online and provide electronic processes through multiple departments (agenda approval, purchase order processes, etc.). It provides web access light for mobile devices, tablets, iPhone & iPad apps, and SharePoint integration. The web-based Administrative Console allows administration of the system anywhere. Options include electronic forms online and internal electronic approval processes, Records Management (Federally DoD 5015.2 Certified), batch processing tools, integrations, and web portals.

The City is authorized to purchase from the State Contract list pursuant to Section 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (DIR-SDD-2502; Wylie Agreement W2016-14-I)



Wylie City Council

AGENDA REPORT

Meeting Date: November 10, 2015
Department: Planning
Prepared By: Renae' Ollie
Date Prepared: November 3, 2015

Item Number: 1
(City Secretary's Use Only)
Account Code: _____
Budgeted Amount: _____
Exhibits: 1

Subject

Hold a Public Hearing and consider, and act upon, approval of a Replat for Keller's First Addition, Lot 1R, Block 7; Being a Replat of Lot 1 and Lot 2, Block 7, establishing one single family residential lot on 0.376 acres, generally located on the southwest corner of College and Jackson Streets (203 College Street).
RP 2015-02.

Recommendation

Motion to approve a Replat Keller's First Addition, Lot 1R, Block 7; Being a Replat of Lot 1 and Lot 2, Block 7, establishing one single family residential lot on 0.376 acres, generally located on the southwest corner of College and Jackson Streets (203 College Street).
RP 2015-02.

Discussion

Owner: First Assembly of God – Wylie

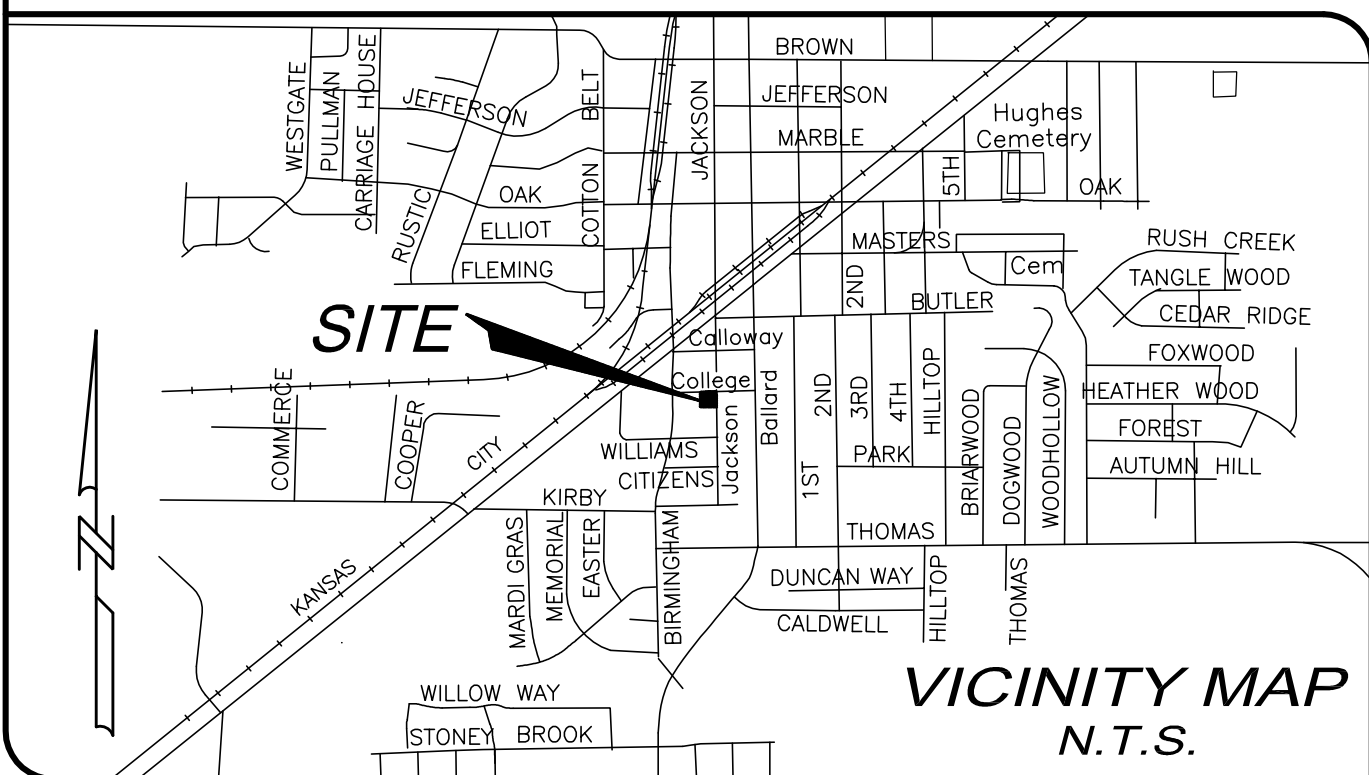
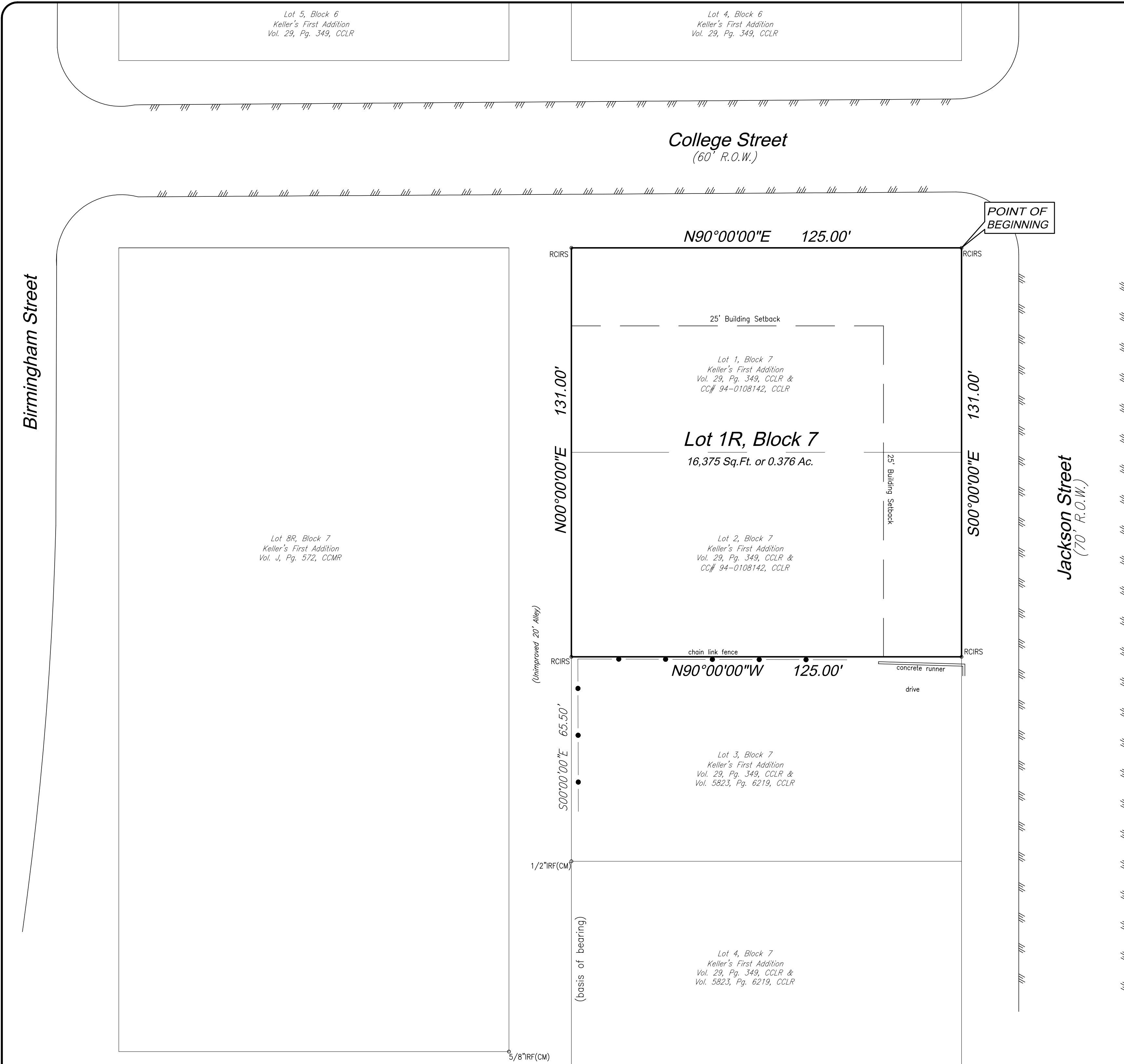
Applicant/Surveyor: Roome Engineering, Inc.

The purpose of the Replat is to reconfigure two lots to establish one single-family residential lot on 0.376 acres. The property is zoned SF – 10/24.

The applicant has proposed building a single family home on the current Lot 1. However, the proposed structure is too large to fit on the current Lot 1 and conform to the required setbacks. As the applicant is the owner of lots 1-4 of Block 7, they are replatting Lots 1 and 2 into a single lot that will allow for the structure to be built as proposed.

This Replat complies with all applicable technical requirements of the City of Wylie, and is recommended for approval subject to additions and/or alterations to the engineering plans as required by the Engineering Department.

Planning Commission voted 6-0 to recommend approval of the Replat.



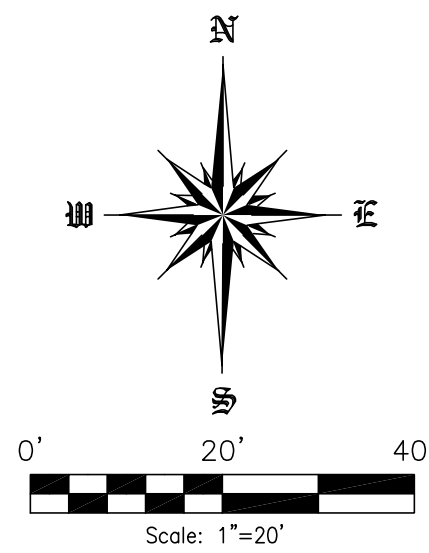
Legend

RCIRS	Roome Capped 1/2" Iron Rod Set
CCMR	Collin County Map Records
C.C.L.R.	Collin County Land Records
IRF	Iron Rod Found
IPF	Iron Pipe Found
CIRF	Capped Iron Rod Found
PP	Power Pole
OL	Overhead Lines
CLF	Chainlink Fence
AS	Asphalt
CM	Controlling Monument

The purpose of this Minor Plat is to combine Lots 1 and 2 into a single buildable lot.

Notice: Selling a portion of this addition by metes and bounds is a violation of city ordinance and state law and is subject to fines and withholding of utilities and building permits.

NOTES: (1) CM is controlling monument; (2) No part of subject property lies within a Special Flood Hazard Area inundated by 100-year flood per Flood Insurance Rate Map Number 48085C0420 J of F.E.M.A. Flood Insurance Rate Maps for Collin County, Texas and Incorporated Areas dated June 2, 2009 (Zone X); (3) Source bearing is per Kellers First Addition plat as recorded in Vol. 29, Pg. 349 of the Collin County Land Records; (4) This plat has been performed without the benefit of a title commitment. Subject property is affected by any or all easements of record. Surveyor did not abstract or research records for easements. (5) The zoning for this property is Single-Family 10/24.



Owner:
First Assembly of God
207 College Street
Wylie, Texas 75098
Attn: Pastor Kerry Sampson

Roome Land Surveying, Inc.
TRPLS Firm No. 10013100
2000 Avenue G, Suite 810
Plano, Texas 75074
Phone (972) 423-4372 / Fax (972) 423-7523
www.roomesurveying.com

OWNER'S DEDICATION AND ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF COLLIN §

WHEREAS **First Assembly of God**, is the owner of a two tracts of land situated in the State of Texas, County of Collin and City of Wylie, being part of the S. B. Shelby Survey, Abstract No. 820, and being all of Lots 1 and 2, Block 7 of Kellers First Addition, an addition to the City of Wylie, Collin County, Texas, according to the plat thereof recorded in Volume 29, Page 349 of the Plat Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a Roome capped 1/2" iron rod set for corner marking the intersection of the south right-of-way line of College Street (60' Right-of-Way) and the west right-of-way line of Jackson Street (70' Right-of-Way) and marking the northeast corner of said Lot 1;

THENCE with the west right-of-way line of Jackson Street and the east line of said Lot 1 and Lot 2, South 00°00'00" East, 131.00 to a Roome capped 1/2" iron rod set marking the southeast corner of Lot 2, and the northeast corner of Lot 3, Block 7 of said Keller's First Addition;

THENCE with the south line of said Lot 2 and the north line of Lot 3, North 90°00'00" West, 125.00 feet to a Roome capped 1/2" iron rod set marking the southwest corner of said Lot 2, the northwest corner of Lot 3, being in the east right-of-way line of an unimproved 20' alley, from which a 1/2" iron rod found marking the southwest corner of said Lot 3 bears South 00°00'00" East, 65.50 feet;

THENCE with the west line of said Lot 2 and Lot 1, and the east line of said 20' unimproved alley, North 00°00'00" East, 131.00 feet to a Roome capped 1/2" iron rod set in the south right-of-way of College Street and marking the northwest corner of said Lot 1;

THENCE with the south right-of-way line of College Street and the north line of said Lot 1, North 90°00'00" East, 125.00 feet to the point of beginning and containing 16,375 square feet or 0.376 acres of land.

OWNER'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF COLLIN §

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

That, **First Assembly of God** does hereby adopt this plat designated therein above described property as Final Plat of **Lot 1R, Block 7 of Kellers First Addition**, an addition to the City of Wylie, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets, rights-of-way, and other public improvements shown thereon. The streets and alleys, if any, are dedicated for street purposes. The easements and public use areas, are dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City Council of the City of Wylie. In addition, utility easements may also be used for mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Wylie's use thereof.

The City of Wylie and public utilities entities shall have the right to remove and keep removed all or parts of any building, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Wylie and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.

WITNESS, my hand, this the ____ day of _____, 2015.

Kerry Sampson
Pastor for First Assembly of God

ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared **Kerry Sampson**, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that the same was executed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of _____, 2015.

Notary Public in and for
The State of Texas

SURVEYOR'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF COLLIN §

THAT I, F. E. Bemenderfer Jr., do hereby certify that I prepared this amending plat from an actual survey on the land and that the corner monuments shown thereon were found and/or properly placed under my supervision in accordance with the applicable codes and ordinances of the City of Wylie.

F. E. Bemenderfer Jr.,
Registered Professional Land
Surveyor No. 4051

ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared **F. E. Bemenderfer Jr.**, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that the same was executed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of _____, 2015.

Notary Public in and for
The State of Texas

"Recommended for Approval"

Chairman, Planning and Zoning Commission
City of Wylie, Texas

Date

"Approved for Construction"

Mayor, City of Wylie, Texas

Date

"Accepted"

Mayor, City of Wylie, Texas

Date

The undersigned, the City Secretary of the City of Wylie, Texas, hereby certifies that the foregoing Minor Plat of **Lot 1R, Block 7 of Kellers First Addition** to the City of Wylie was submitted to the City Council on the ____ day of _____, 2015, and the Council, by formal action, then and there accepted the dedication of streets, alley, parks, easement, public places, and water and sewer lines as shown and set forth in and upon said plat and said Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

Witness my hand this ____ day of _____, A.D., 2015.

City Secretary
City of Wylie, Texas

APPROVED PZ 11-03-15

**Final Plat of
Lot 1R, Block 7 of
Kellers First Addition
being a Replat of Part of Lots 1 & 2, Block 7
Kellers First Addition
Volume 29, Page 349, C.C.L.R.
S. B. Shelby Survey, Abstract No. 820
City of Wylie, Collin County, Texas
September 29, 2015**

Rev. Oct. 21, 2015
P:/AC/201503/AC822020.DWG



Wylie City Council

AGENDA REPORT

Meeting Date: November 10, 2015
Department: City Secretary
Prepared By: C. Ehrlich
Date Prepared: October 26, 2015

Item Number: 2
(City Secretary's Use Only)
Account Code: _____
Budgeted Amount: N/A
Exhibits: Resolution, CCAD letter

Subject

Consider, and act upon, Resolution No. 2015-27(R) casting a vote for a candidate(s) to the Board of Directors of the Collin Central Appraisal District for a two year term beginning January 1, 2016.

Recommendation

Motion to approve Resolution No. 2015-27(R) casting vote(s) for _____ as a candidate to the Board of Directors of the Collin Central Appraisal District for a two year term beginning January 1, 2016.

Discussion

The City of Wylie has 58 votes that they may cast for a candidate(s) to the Board of Directors of the Collin Central Appraisal District for a two year term beginning January 1, 2016. There are currently 5 positions open on the board for expiring terms.

Nominated candidates that were submitted to the Collin Central Appraisal District by cities within the CCAD District include: Earnest Burke, Ronald Carlisle, Wayne Mayo, Michael A. Pirek, John Politz, and Gary Rudabaugh. A copy of the candidate's bio and nominating jurisdictions for each candidate is attached for Council review. The City of Wylie may cast all of its 58 votes for one candidate or distribute the votes among any number of candidates that were nominated. Council did not opt to nominate a candidate for these positions.

Council is asked to adopt a resolution casting its votes for a candidate(s) for the Board of Directors of the Collin Central Appraisal District. The resolution and ballot must be submitted to Bo Daffin, Chief Appraiser no later than December 15, 2015.

RESOLUTION NO. 2015-27(R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, CASTING ITS VOTE FOR A MEMBER OF THE BOARD OF DIRECTORS OF THE COLLIN CENTRAL APPRAISAL DISTRICT IN ACCORDANCE WITH SECTION 6.03 (G) OF THE STATE PROPERTY TAX CODE, AND DIRECTING THAT THE CITY SECRETARY NOTIFY INTERESTED PARTIES OF SAID ACTION.

WHEREAS, in accordance with Section 6.03(G) of the State Property Tax Code, the City of Wylie is required to cast votes for a candidate to Board of Directors of the Central Appraisal District; and

WHEREAS, the City of Wylie has 58 votes to cast and said votes must be cast no later December 15, 2015.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WYLIE, COLLIN COUNTY, TEXAS:

SECTION 1: The City Council of the City of Wylie, Texas does hereby cast and confirm its 58 votes for _____ as a candidate(s) to the Board of Directors of the Collin Central Appraisal District.

SECTION 2: The City Secretary is hereby directed to submit the official ballot, written Resolution, and notify all appropriate parties of this action.

DULY PASSED AND APPROVED by the City Council of the City of Wylie, Collin County, Texas on this 10th day of November, 2015.

ERIC HOGUE, Mayor

ATTEST TO:

CAROLE EHRLICH, City Secretary

2016 - 2017
CENTRAL APPRAISAL DISTRICT
BOARD OF DIRECTOR'S NOMINATIONS

EARNEST BURKE	Nominated by Plano ISD. Resides in Plano, TX.
RONALD CARLISLE	Is a current board member and has served since 1/1994. Nominated by Frisco ISD. Resides in Frisco, TX.
WAYNE MAYO	Is a current board member and has served since 1/1998. Nominated by the City of Richardson, and the City of McKinney. Resides in Richardson, TX.
MICHAEL A. PIREK	Is a current board member and has served since 1/2015. Nominated by the City of Plano. Resides in Plano, TX.
JOHN POLITZ	Nominated by the City of Farmersville. Resides in Farmersville, TX.
GARY RODENBAUGH	Is a current board member and has served since 1/2001. Nominated by the City of Allen, and Allen ISD. Resides in Allen, TX.



Collin Central Appraisal District

OFFICIAL BALLOT

ISSUED TO: **City of Wylie**

NUMBER OF VOTES: **58**

FOR: **BOARD OF DIRECTORS, COLLIN CENTRAL APPRAISAL DISTRICT, TWO-YEAR TERM
BEGINNING JANUARY 1, 2016.**

EARNEST BURKE _____ VOTES

RONALD CARLISLE _____ VOTES

WAYNE MAYO _____ VOTES

MICHAEL A. PIREK _____ VOTES

JOHN POLITZ _____ VOTES

GARY RODENBAUGH _____ VOTES

October 29, 2015


Bo Daffin, Chief Appraiser

Section 6.03 (g) of the State Property Tax Code requires the above action be taken by resolution, therefore, please attach a copy of the resolution to this ballot and return to the chief appraiser, at 250 Eldorado Pkwy., McKinney, Texas 75069, before December 15, 2015.



Collin Central Appraisal District

October 29, 2015

Carole Ehrlich, City Secretary
City of Wylie
300 Country Club
Wylie, TX 75098

RE: Board of Directors election, two-year term, beginning January 1, 2016

Dear Ms. Ehrlich:

Enclosed you will find the ballot listing the nominees for the Board of Director positions for the Collin Central Appraisal District. The candidates are listed alphabetically by their last name.

Each voting unit must vote in an open meeting, report its vote by written resolution, and submit the resolution to the chief appraiser before December 15, 2015. Each unit may cast all its votes for one candidate or distribute the votes among any number of the candidates listed. Since there is no provision for write-in candidates, the chief appraiser may not count votes for someone not listed on the official ballot.

Sincerely,

Bo Daffin
Chief Appraiser

Enclosure



October 12, 2015

Paul Voelker
Mayor

Mayor Eric Hogue
City of Wylie
300 Country Club Road
Wylie, Texas 75098



Dear Mayor Hogue:

As you may be aware, the Central Appraisal District of Collin County (CCAD) has initiated their contact to each taxing entity to establish the CCAD Board of Director elections for 2016-2017. We have enclosed the City of Richardson's nomination resolution to CCAD for Wayne Mayo, which placed his name on the CCAD ballot. Wayne currently serves on the CCAD Board and provides valuable guidance and leadership as its Chairman. We've enclosed Wayne's Biographical information for your reference.

Due to the format of the CCAD election by-laws regarding vote allocations, the City of Richardson has 67 votes to cast, and we are aware of the City of Wylie's designation of 58 votes. As before, it will take a coalition of agency's votes to gain Wayne's election, and we appreciate your support. ***We ask that you support the re-election of Wayne Mayo when you receive your CCAD ballot.***

Thank you for your support. If we can answer any questions concerning this request, feel free to contact me or City Manager Dan Johnson.

Sincerely,

Paul Voelker
Mayor, City of Richardson

Enclosures

Cc: Mindy Manson, Wylie City Manager
Dan Johnson, Richardson City Manager



P.O. Box 830309
Richardson, TX
75083-0309
972-744-4100
Fax 972-744-5803
www.cor.net

PERSONAL PROFILE

L. W. (Wayne) Mayo

Native Texan - Born in Dallas; graduated from Woodrow Wilson High School

Attended East Texas State University (graduated 1965)

B.S. Degree in Biology & Physical Education

Teacher for 4 years (math & science); Coached

Awarded Lifetime Membership Texas PTA

Real Estate for 44 years; Appraiser for 38 years

Married 51 years

CIVIC & PROFESSIONAL ACTIVITIES:

Realtor & Appraiser Associations:

National Association of Independent Fee Appraisers (NAIFA) - 36 years

National Association of Realtors

Texas Association of Realtors

Lake Cities Board of Realtors

Served as a member of the Professional Standards Committee on Ethics, Chairman of the Arbitration Committee & Chairman of the Grievance Committee for the Greater Dallas Board of Realtors (GDBR)

Vice-Chairman of Professional Standards Committee on Ethics for the Collin County Board of Realtors

Member, Collin County Appraisal Review Board (1992-1997)

Vice-Chairman, Collin County Appraisal Review Board (1994)

Chairman, Collin County Appraisal Review Board (1995, 1996 & 1997)

Collin County Appraisal District Board of Directors (1998-2015)

Collin County Appraisal District Chairman of the Board (2004-2015)

Past President, Dallas Chapter, NAIFA

Deputy State Director, NAIFA (1990-91)

State Director for Texas, NAIFA (1991-93)

Regional Governor, Southwest Central Region, NAIFA (1993-96)

National Director, NAIFA (1996-98; 2008-2009)

1997 "Texas Appraiser of the Year" for NAIFA

1997 "National Appraiser of the Year" for NAIFA

NAIFA National Treasurer (1998-99)

NAIFA National President – 2010

RESOLUTION NO. 15-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHARDSON, TEXAS, NOMINATING WAYNE MAYO AS A CANDIDATE FOR ELECTION TO THE BOARD OF DIRECTORS OF COLLIN CENTRAL APPRAISAL DISTRICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Chief Appraiser of the Collin Central Appraisal District has been charged with the responsibility of conducting the election process to determine the membership of the Board of Directors of the Collin Central Appraisal District, according to the Property Tax Code of Texas; and

WHEREAS, the City of Richardson, Texas, is entitled to nominate by an official resolution up to five candidates for election to the Board of Directors of the Collin Central Appraisal District;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RICHARDSON, TEXAS:

SECTION 1. That the City Council of the City of Richardson, Texas, does hereby nominate Wayne Mayo as a candidate for election to the Board of Directors of the Collin Central Appraisal District.

SECTION 2. That this Resolution shall become effective immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Richardson, Texas, on this the 28th day of September, 2015.



APPROVED AS TO FORM:

Peter G. Smith

PETER G. SMITH, CITY ATTORNEY

(PGS:9-22-15:TM 73400)

CITY OF RICHARDSON, TEXAS

[Signature]
MAYOR

ATTEST:

Aimee Nemer

CITY SECRETARY



Wylie City Council

AGENDA REPORT

Meeting Date: November 10, 2015
Department: City Secretary
Prepared By: C. Ehrlich
Date Prepared: October 26, 2015

Item Number: 3
(City Secretary's Use Only)
Account Code: _____
Budgeted Amount: N/A
Exhibits: Resolution, DCAD letter

Subject

Consider, and act upon, Resolution No. 2015-28(R) casting a vote for a candidate to the Board of Directors of the Dallas Central Appraisal District for a two year term beginning January 1, 2016.

Recommendation

Motion to approve Resolution No. 2015-28(R) casting a vote for _____ as a candidate to the Board of Directors of the Dallas Central Appraisal District for a two year term beginning January 1, 2016.

Discussion

The Property Tax Code requires that the Chief Appraiser conduct an election for the purpose of selecting representatives to the Board of Directors of the Dallas Central Appraisal District every two years.

The Dallas Central Appraisal District has a four (4) member Board of Directors; one representing the County (Dallas County Tax Assessor Collector), a representative appointed by the Dallas ISD, a representative appointed by the City of Dallas, a representative elected by the suburban cities (31 cities), and a representative elected by the suburban ISDs (16 ISDs). In the case of the representative from suburban cities, each city may make a nomination for that position in October. The nominations are compiled into a ballot which is sent to each suburban city in November and one vote may be cast by each city for the nominee of their choice. Ballots are counted and the nominee with the most votes takes office on January 1st for a two year term.

The City of Wylie chose not to nominate a candidate for this position. A listing of candidates and the cities that nominated each are included. Per the 1979 resolution adopted by the taxing units participating in Dallas Central Appraisal District, candidates are required to receive a majority of the votes in order to be elected to the Board of Directors.

The City of Wylie City Council is required to vote or abstain from voting no later than December 18, 2015.

RESOLUTION NO. 2015-28(R)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WYLIE, TEXAS, CASTING ITS VOTE FOR THE FOURTH
MEMBER OF THE BOARD OF DIRECTORS OF THE DALLAS
CENTRAL APPRAISAL DISTRICT.**

WHEREAS, Dallas County eligible taxing entities have expressed and approved an option which allows for representation to the Appraisal District Board of Directors (in accordance with Section 6.03 of the Texas Property Tax Code) as follows:

1. The City of Dallas shall appoint one (1) member of the Board.
2. The Dallas Independent School District shall appoint one (1) member to the Board.
3. The Dallas County Commissioners Court shall appoint one (1) member to the Board. The member appointed by the Dallas County Commissioners Court shall not be a resident of either the City of Dallas or the Dallas Independent School District.
4. Each of the incorporated cities and towns, except for the City of Dallas, shall have the right to nominate by an official resolution one (1) candidate as the fourth member of the Board of Directors. The said cities and towns shall, from the nominations received, elect by a majority vote, with each city and town being entitled to one (1) vote, the fourth member of the Board of Directors.
5. Each of the independent school districts, except for the Dallas Independent School District, shall have the right to nominate by an official resolution one (1) candidate as the fifth member of the Board of Directors. The said independent school districts shall, from the nominations received, elect by a majority vote, with each independent school district being entitled to one (1) vote, the fifth member of the Board of Directors.

The votes required for election to the Board of Directors in 4 and 5 hereof shall be by a majority of those authorized to vote in 4 and 5 respectively and not by a majority of the quorum; and

WHEREAS, the City of Wylie, Texas does hereby cast its vote by marking the ballot below (check one only):

- ☐ **Mr. Loren Byers**
☐ **Mr. Blake Clemens**
☐ **Mr. Steven Gorwood**
☐ **Mr. Michael Hurtt**

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS:

SECTION 1: that the City Council of the City of Wylie, Texas does hereby confirm its one (1) vote for the election of _____ as the suburban cities' representative to the Board of Directors of the Dallas Central Appraisal District.

DULY PASSED AND APPROVED by the City Council of the City of Wylie, Collin County, Texas on this 10th day of November, 2015.

ERIC HOGUE, Mayor

ATTEST TO:

CAROLE EHRLICH, City Secretary



Dallas Central Appraisal District

Date: October 22, 2015

To: Eric Hogue, Mayor, City of Wylie

From: W. Kenneth Nolan, Executive Director/Chief Appraiser

Re: Election of Suburban Cities' Representative to Dallas Central Appraisal District Board of Directors

In accordance with state law, the nomination process for persons to serve on the Dallas Central Appraisal District Board of Directors has been completed. By state law, your agency is required to vote by official ballot resolution, which is enclosed. **You must do so no later than December 15, 2015. If your entity chooses to abstain from voting, please notify me in writing.**

The nominees are as follows. Also included are the names of the nominating cities.

Nominee	Entity(s) Nominating
Mr. Loren Byers	Irving
Mr. Blake Clemens	Addison, Carrollton
Mr. Steven Gorwood	Balch Springs
Mr. Michael Hurtt	Cedar Hill, DeSoto, Farmers Branch, Ovilla, Richardson, Sachse

If you have questions concerning the candidates please contact the entities who nominated them.

Please act on this election process by official ballot resolution and return the ballot resolution to my office in the enclosed envelope by December 18, 2015. **The 1979 resolution adopted by the taxing units participating in Dallas Central Appraisal District, which governs board elections, requires that a candidate receive a majority of the votes in order to be elected to the Board of Directors. Therefore it is imperative that your taxing unit cast its vote before the December 15, 2015 deadline.**

We appreciate your interest in this very important process and look forward to receiving your vote.

WKN/kld

Enclosure (Official Ballot Resolution/Return Envelope)

cc: Mindy Manson, City Manager
Carole Ehrlich, City Secretary
Linda Bantz, Finance Director



Wylie City Council

AGENDA REPORT

Meeting Date: November 10, 2015
Department: Animal Control
Prepared By: Shelia Patton
Date Prepared: October 22, 2015

Item Number: 4
(City Secretary's Use Only)
Account Code: _____
Budgeted Amount: _____
Exhibits: Ordinance Amending/Current

Subject

Consider, and act upon, Ordinance No. 2015-37, an Ordinance of the City Council of the City of Wylie, Texas, amending Wylie's Code of Ordinances, Ordinance No. 2005-07, as amended, Chapter 18 (Animals), Article Iv (Animal Shelter Advisory Board), Sections 18-123 (Number Of Members; Qualified Appointment; Terms) And 18-128 (Powers And Duties) To Clarify The Membership And Length Of Member Terms Of The Animal Shelter Advisory Board And To Modify The Board's Reporting Procedure; Providing A Savings/Repealing Clause, Severability Clause And An Effective Date; And Providing For The Publication Of The Caption Hereof.

Recommendation

Motion to approve Ordinance No. 2015-37, an Ordinance of the City Council of the City of Wylie, Texas, amending Wylie's Code of Ordinances, Ordinance No. 2005-07, as amended, Chapter 18 (Animals), Article Iv (Animal Shelter Advisory Board), Sections 18-123 (Number Of Members; Qualified Appointment; Terms) And 18-128 (Powers And Duties) To Clarify The Membership And Length Of Member Terms Of The Animal Shelter Advisory Board And To Modify The Board's Reporting Procedure; Providing A Savings/Repealing Clause, Severability Clause And An Effective Date; And Providing For The Publication Of The Caption Hereof.

Discussion

The current Ordinance Sec. 18-123 does not clarify the membership qualified appointments as City of Wylie representatives for the board member serving in the position of daily operation of animal shelter nor member of city council. The clarification of one person whose duties include the daily operation of the animal shelter of the City of Wylie and city council member of the City of Wylie will improve the communication and functionality of the Animal Shelter Advisory Board to increase the effectiveness of the advisory capacity for the City of Wylie Animal Shelter Advisory Board.

Current ordinance establishes appointment by city council as one year term. The ASAB meets three times yearly and with a one year turn of members the board is forced to spend much time catching the newly appointed member or members up on the duties of the board and what the board is in process of advising to improve the animal shelter. It would be in the best interest of the board, shelter and residents that each member is given the opportunity to attend at least six meetings.

Under the current ordinance Sec. 18-128 (b) city council is receiving a yearly oral/written report of the activities and upcoming activities of the animal shelter. The proposed ordinance amendment will allow for the chair to more consistently report to city council of activities of the active animal shelter via submittal of board minutes, copies of all inspections performed by authorities and statistical reports of shelter operations considered and approved by the board.

ORDINANCE NO. 2015-37

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, AMENDING WYLIE’S CODE OF ORDINANCES, ORDINANCE NO. 2005-07, AS AMENDED, CHAPTER 18 (ANIMALS), ARTICLE IV (ANIMAL SHELTER ADVISORY BOARD), SECTIONS 18-123 (NUMBER OF MEMBERS; QUALIFIED APPOINTMENT; TERMS) AND 18-128 (POWERS AND DUTIES) TO CLARIFY THE MEMBERSHIP AND LENGTH OF MEMBER TERMS OF THE ANIMAL SHELTER ADVISORY BOARD AND TO MODIFY THE BOARD’S REPORTING PROCEDURE; PROVIDING A SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City Council of the City of Wylie, Texas, (“City Council”) has investigated and determined that it would be advantageous and beneficial to the citizens of the City of Wylie, Texas (“Wylie”) to amend Wylie’s Code of Ordinances, Ordinance No. 2005-07, as amended, (“Code of Ordinances”), by modifying Chapter 18 (Animals), Article IV (Animal Shelter Advisory Board), Sections 18-123 (Number of Members; Qualified Appointment; Terms) and 18-128 (Powers and Duties) for the purpose of clarifying the membership and length of member terms of the Animal Shelter Advisory Board and modifying the Board’s procedure for reporting to the City Council, as set forth below; and

WHEREAS, the City Council has investigated and determined that such amendment complies with the requirements of Chapter 823 of the Texas Health and Safety Code, as amended; and

WHEREAS, the City Council finds that it is in the best interest of Wylie and its citizens to amend the Code of Ordinances as set forth below.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS:

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Amendment to Wylie’s Code of Ordinances, Chapter 18 (Animals), Article IV (Animal Shelter Advisory Board), Sections 18-123 (Number of Members; Qualified Appointment; Terms) and 18-128 (Powers and Duties). Wylie’s Code of Ordinances, Chapter 18 (Animals), Article IV (Animal Shelter Advisory Board), Sections 18-123 (Number of Members; Qualified Appointment; Terms) and 18-128 (Powers and Duties) are hereby amended to read as follows:

“ARTICLE IV. ANIMAL SHELTER ADVISORY BOARD

...

Sec. 18-123 Number of members; qualified appointment; terms.

The board shall consist of five members. The board shall consist of one licensed veterinarian, one member of the city council of the City of Wylie, Texas, one person whose duties include the daily operation of the animal shelter of the City of Wylie, Texas, one representative from an animal welfare organization and one resident of the City of Wylie, Texas, with the board members to be appointed by the city council for a term of two years. No board member shall serve for more than three consecutive terms or six consecutive years (whichever is less); provided, however, should a board member's replacement not be qualified upon the expiration of any term of a board member, then that board member shall holdover on the board until a qualified replacement board member has been appointed. In addition to board members, the city manager may appoint a staff designee as an ex officio member of the board, who shall have no right to vote on any matter before the board. Each board member shall serve without compensation, but may be reimbursed for actual expenses approved in advance by the city council.

...

Sec. 18-128 Powers and duties.

- (a) ...
- (b) The Board, through its chairperson, shall report to the City Council concerning its activities and proposals by submitting to the City Council the approved minutes of each meeting of the Board and copies of all reports of inspections conducted by the Department of State Health Services, veterinarians or other authorities and all statistical reports of shelter operations considered and approved by the Board.

...”

SECTION 3: Savings/Repealing. The Code of Ordinances shall remain in full force and effect, save and except as amended by this or any other Ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 4: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each

section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 5: Effective Date. This Ordinance shall be effective immediately upon its passage and publication as required by the City Charter and by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, on this 10th day of November, 2015.

Eric Hogue, Mayor

**ATTESTED TO AND CORRECTLY
RECORDED:**

Carole Ehrlich, City Secretary

Dates of Publication: November 18th, 2015 in the Wylie News

• **Sec. 18-123. - Number of members; qualified appointment; terms.**

The board shall consist of five members. The board shall consist of one licensed veterinarian, one county or municipal official (one member of the city council of the City of Wylie), one person whose duties include the daily operation of an animal shelter (the animal shelter of the City of Wylie, Texas), one representative from an animal welfare organization and one resident of the City of Wylie, Texas, with the board members to be appointed by the city council for a term of one year (two years); provided, however, that the initial appointments made under this article shall be for a term commencing on June 1, 2003, and expiring on June 30, 2004. No board member shall serve for more than three consecutive terms or six consecutive years (whichever is less); provided, however, should a board member's replacement not be qualified upon the expiration of any term of a board member, then that board member shall holdover on the board until a qualified replacement board member has been appointed. In addition to board members, the city manager may appoint a staff designee as an ex officio member of the board, who shall have no right to vote on any matter before the board. Each board member shall serve without compensation, but may be reimbursed for actual expenses approved in advance by the city council.

(Ord. No. 2003-11, § 4, 6-10-2003; Ord. No. 2006-07, § 2, 1-24-2006)

• **Sec. 18-128. - Powers and duties.**

(a)

The board shall act in an advisory capacity to the city staff and the city council in any matter pertaining to compliance with V.T.C.A., Health and Safety Code § 823.001 et seq.

(b)

The board, through its chairperson, shall make an oral and/or written report annually to the city council concerning its activities during the past year and its proposals for the coming year. The Board, through its chairperson, shall report to the City Council concerning its activities and proposals by submitting to the City Council the approved minutes of each meeting of the Board and copies of all reports of inspections conducted by the Department of State Health Services. Veterinarians or other authorities and all statistical reports of shelter operations considered and approved by the board.

(c)

The board's authority shall not extend to the direction, supervision, employment or termination of the city employees. No supervisory power of the board is created.

(d)

The board will develop for city council approval a set of by-laws governing rules of procedure for their meetings and operation.

(e)

The board shall not have the power to obligate the city for funds and/or expenditures or incur any debt on behalf of the city.

(f)

All powers and duties prescribed and delegated herein are delegated to the board, as a unit, and all action hereunder shall be of the board acting as a whole. No action of an individual board member is authorized, except through the approval of the board or city council. The board shall have any other power and/or duty as prescribed and authorized by the city council.

(Ord. No. 2003-11, § 9, 6-10-2003)



Wylie City Council

AGENDA REPORT

Meeting Date: November 10, 2015
Department: Public Services
Prepared By: Robert Diaz
Date Prepared: October 30, 2015

Item Number: 5
(City Secretary's Use Only)
Account Code: _____
Budgeted Amount: _____
Exhibits: 1

Subject

Consider, and act upon, Ordinance No. 2015-38 amending exhibit "A" of the Ordinance No. 2015-27 and Section IX (Parks and Recreation) of Appendix C (Wylie Comprehensive Fee Schedule) of the Wylie Code of Ordinances, Ordinance No. 2005-07, for the purpose of establishing fees for the use of the Brown House; providing a definition for the Brown House; Approving a policy for alcohol consumption at the Brown House; Providing a penalty clause, savings/repealing clause, severability clause and effective date; and providing for the publication of the caption hereof.

Recommendation

Motion to approve Ordinance No. 2015-38 amending exhibit "A" of the Ordinance No. 2015-27 and Section IX (Parks and Recreation) of Appendix C (Wylie Comprehensive Fee Schedule) of the Wylie Code of Ordinances, Ordinance No. 2005-07, for the purpose of establishing fees for the use of the Brown House; providing a definition for the Brown House; Approving a policy for alcohol consumption at the Brown House; Providing a penalty clause, savings/repealing clause, severability clause and effective date; and providing for the publication of the caption hereof.

Discussion

The City acquired the Brown House from the Birmingham Memorial Land Trust in May of 2015. In order to begin the process of accepting paid reservations from the public, a set of fees needs to be recommended by the Parks and Recreation Board and eventually approved by the City Council.

At their July 2015 meeting, the Parks and Recreation Board reviewed fees recommended by staff as well as examples from other municipal facilities in the Metroplex. The Board tabled a formal recommendation of any new fees, and they decided to create a Board Subcommittee to conduct further study of potential fees with the goal of subsequently bringing a recommendation back to the full Board for review.

The Parks and Recreation Board Subcommittee consisting of three Board members met on August 19, 2015 and September 9, 2015 to discuss proposed fees. At the Subcommittee meetings, the allowance of alcohol at the Brown House during rentals was discussed, and the Subcommittee directed staff to develop a draft policy that incorporated this possibility.

At the September 14, 2015 Parks and Recreation Board meeting, the Board removed from the table the Brown House fees to review the Subcommittee recommendations. The Board discussed the proposed fees and alcohol policy. Ultimately, the Board decided to again table the item and directed staff to schedule a work session with City Council to review their findings prior to a formal recommendation being made.

A recommended fee structure and draft alcohol policy was discussed at the October 13, 2015 City Council meeting in a work session. Immediately following the work session, the Parks and Recreation Board held their regular meeting. As part of that meeting, the Board made revisions to the recommended fee structure and draft alcohol policy based on City Council input at the work session. The Board approved the proposed fees and alcohol policy at the meeting. The fees and alcohol policy were then forwarded to the City Attorney for legal review.

The final version of the Brown House fees and alcohol policy are attached to this agenda report for consideration by the City Council.

ORDINANCE NO. 2015-38

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, AMENDING EXHIBIT “A” OF ORDINANCE NO. 2015-27 AND SECTION IX (PARKS AND RECREATION) OF APPENDIX C (WYLIE COMPREHENSIVE FEE SCHEDULE) OF THE WYLIE CODE OF ORDINANCES, ORDINANCE NO. 2005-07, FOR THE PURPOSE OF ESTABLISHING FEES FOR THE USE OF THE BROWN HOUSE; PROVIDING A DEFINITION FOR THE BROWN HOUSE; APPROVING A POLICY FOR ALCOHOL CONSUMPTION AT THE BROWN HOUSE; PROVIDING A PENALTY CLAUSE, SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City Council of the City of Wylie, Texas (“City Council”) has investigated and determined that it would be advantageous and beneficial to the City of Wylie, Texas (“City”) to amend the Wylie Code of Ordinances, Ordinance No. 2005-07, as amended, (“Code of Ordinances”).

WHEREAS, the City Council has further investigated and determined that it would be advantageous and beneficial to the City and its citizens to amend Exhibit A of Ordinance No. 2015-27 and Section IX (Parks and Recreation) of Appendix C (Wylie Comprehensive Fee Schedule) of the Code of Ordinances, for the purpose of establishing fees for the use of the Brown House and approving a Policy for alcohol consumption at the Brown House, and adding a definition for the Brown House; and

WHEREAS, the City Council finds that the fees established herein are reasonable for the purpose of providing funds to help defray the costs of the services, equipment and maintenance for which the fees are assessed.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS:

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Amendment to Exhibit A of Ordinance No. 2015-27 and Section IX (Parks and Recreation) of Appendix C (Wylie Comprehensive Fee Schedule) of the Wylie Code of Ordinances, Ordinance No. 2005-07. Exhibit A of Ordinance No. 2015-27 and Section IX (Parks and Recreation) of Appendix C (Wylie Comprehensive Fee Schedule) of the Wylie Code of Ordinances, Ordinance No. 2005-07, are hereby amended to add the following:

“IX. Parks and Recreation

A. Definitions.

...

Brown House shall mean that historical structure located at 301 N. Ballard Ave., Wylie, Texas 75098.

...

H. Brown House Deposit/Fees:

Deposit	Hourly Rate	Minimum	Add'l Info.
\$300	\$100.00	2 hrs.	Mon-Thu Resident
	\$125.00	4 hrs.	Fri-Sun Resident
\$300	\$125.00	2 hrs.	Mon-Thu Non-resident
	\$150.00	4 hrs.	Fri-Sun Non-resident
	\$ 50.00	Per hour	Photography session per hour rate (use of outdoor/indoor)
\$100.00	\$ 50.00	2 hrs.	Non-profit / WISD rate Mon-Thu only
\$ 0.00	\$ 0.00	N/A	Wylie High School Senior Tea

The attached Exhibit A for “Alcohol Policy-Brown House” is approved. A copy shall be kept on file with the City Secretary and Public Services Director.”

SECTION 3: Penalty. Any person, firm, corporation or entity violating or refusing to comply with any provision of this Ordinance, as it exists or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be fined in an amount not exceeding two thousand dollars (\$2,000.00) for each offense if the offense relates to public health and sanitation, otherwise the fine shall be in an amount not exceeding five hundred dollars (\$500.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it under local, state and federal law.

SECTION 4: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 5: Savings/Repealing. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of such ordinances shall remain in full force and effect.

SECTION 6: Effective Date. This Ordinance shall become effective from and after its adoption and publication as required by the City Charter and by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS on this 10th day of November, 2015.

Eric Hogue, Mayor

ATTEST:

Carole Ehrlich, City Secretary

Dates of Publication: November 18, 2015 in the Wylie News

EXHIBIT A
Alcohol Policy-Brown House

Alcohol may be consumed during Brown House reservations and at designated special events with written approval of the Director of the Public Services Department or his/her designee. The following guidelines must be adhered to:

- Alcohol beverages shall be brought to the city facility and served ONLY by a contractor/vendor/concessionaire appropriately licensed by the Texas Alcoholic Beverage Commission. It is the contractor/vendor/concessionaire's responsibility to abide by all applicable laws/regulations/licensing/permitting.
- Either the sponsor of the event or the contractor/vendor/concessionaire who will be serving/selling alcoholic beverages at the event must carry or obtain a Liquor Liability Addendum to their General Liability Policy and have such policy endorsed to name the City of Wylie as additional insured on the policy.

Insurance requirements are as follows:

General Liability Coverage:
\$1,000,000 per occurrence
\$2,000,000 annual aggregate

G/L must include coverage for the following:

- a. Must be on an occurrence basis.
- b. Must include Medical Expense limits of not less than \$10,000.
- c. Personal and Advertising Injury limit of not less than \$1,000,000.
- d. Products and Completed Operations limit of \$2,000,000 aggregate.
- e. Fire Damage, any one Fire limit of \$1,000,000.

The above insurance shall be in addition to any other insurance coverage required by the City policies or ordinances or contracts with the City. In the event any other policy, ordinance, or contract requires greater levels of additional insurance than this policy, then the more stringent requirement will control.

- The event sponsor shall be responsible for ensuring that intoxicated individuals are not served additional alcoholic beverages.
- Consumption/service of alcoholic beverages will only be allowed in a specified area defined in the permit issued by the Director and his/her designee.
- Any time alcoholic beverages are served food must be made available by the event sponsor to attendees of the event.

- Alcoholic beverages will not be authorized at an event where more than fifty percent (50%) of the attendees will be under 21 years of age (e.g. children's birthday parties, high school graduation parties, and similar events), which determination shall be solely at the discretion of the Director or his/her designee.
- Any event where alcohol will be allowed and an alcohol deposit paid will require one or more off-duty Wylie Police Officers (or, if insufficient number of Wylie Police Officers are available, one or more law enforcement officers, as approved by the Wylie Police Department, with TCOLE certificate), as determined by the Director or his/her designee based on anticipated attendance at the event. Attendance exceeding the anticipated amount may require additional Police Officers and will be at the discretion of the Police Officer working the event. The cost of such officers shall be solely the expense of the event sponsor.
- The deposit required by the Fee Ordinance shall be doubled for events for which the Director and his/her designee have issued a permit pursuant to this policy.
- Alcoholic beverages shall not be brought to the Brown House by an individual(s) or event sponsor for personal consumption or for ceremonial purposes; however, a single bottle of champagne, wine or other alcoholic beverage (not to exceed 750 ml) may be brought for a ceremonial toast. This does require written permission of the Director or his/her designee, and the intent of such ceremonial toast must be indicated on the rental agreement.



Wylie City Council

AGENDA REPORT

Meeting Date: November 10, 2015
Department: City Manager
Prepared By: Mindy Manson
Date Prepared: November 5, 2015

Item Number: 6
(City Secretary's Use Only)
Account Code: _____
Exhibits: 1

Subject

Consider, and act upon, Resolution No. 2015-29(R) of the City of Wylie, Texas regarding the governance of the North Texas Municipal Water District and the consideration of the water supply contract; and providing for an effective date.

Recommendation

Motion to approve Resolution No. 2015-29(R) of the City of Wylie, Texas regarding the governance of the North Texas Municipal Water District and the consideration of the water supply contract; and providing for an effective date.

Discussion

A work session was held in July of this year during which the City Council heard a report from the NTMWD Executive Director Tom Kula regarding the questions raised with respect to the ability of the Member Cities to replace their Board members at-will and the desire to reevaluate the current Water Supply Contracts with the member cities and customer cities. Since that time, there have been multiple meetings and discussions regarding both issues. At the most recent meeting initiated by the City of Garland, the request was made of the member cities that a Resolution be adopted by the respective City Councils declaring that the NTMWD Board Members serve at the will of the Cities and, as such, can be removed and replaced at any time.

Based on the comments made during the work session discussion in July, the Wylie City Council believes that it is important to protect the knowledge base and continuity of the NMTWD Board, and that it would be detrimental to the region for Board membership to become political in nature. We also acknowledge that there are circumstances; however, in which it may be necessary to remove a Board member for cause.

With regard to the water supply contracts, staff believes that there is no reason not to review the contract to determine if there is a different equitable way to distribute the cost responsibilities. Information presented by a consultant hired by the cities of Garland, Plano and Mesquite has not yet provided what we believe to be a viable alternative however; there may be options available that would be satisfactory to all involved.

To that end, staff has prepared a Resolution indicating Wylie's support for the District Board of Directors to determine circumstances and cause for the possible removal of a Board member prior to the end of their term, and encouraging the District to initiate a comprehensive review of the water supply contracts for both the Member and Customer cities.

RESOLUTION NO. 2015-29(R)

**A RESOLUTION OF THE CITY OF WYLIE, TEXAS REGARDING
THE GOVERNANCE OF THE NORTH TEXAS MUNICIPAL
WATER DISTRICT AND THE CONSIDERATION OF THE
WATER SUPPLY CONTRACT; AND PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, the City Council of the City of Wylie, Texas actively supports regional and long-term efforts of the North Texas Municipal Water Texas to ensure that the water and wastewater needs of a dynamic and growing region are met; and

WHEREAS, the City Council acknowledges the contributions made by the appointed Directors of the North Texas Municipal Water District (District) and their commitment to both their City and the region; and

WHEREAS, the City Council believes that the continuity and stability of the District Board of Directors is critical to the continued advancement of the region; and

WHEREAS, the City Council has determined that situations may arise where it is in the best interest of the City and the District for an appointed Director to be removed prior to the end of their term, for cause; and

WHEREAS, the City Council further believes that it is in the best interest of the region for the water supply contracts between the District and the Member and Customer cities be evaluated to ensure the logical and equitable distribution of financial responsibility.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, THAT:

SECTION 1. That the City Council does hereby request that the North Texas Municipal Water District Board of Directors place an item on their agenda at their December 2015 regular meeting for consideration and approval, determining circumstances and cause for the removal of a Board member prior to the end of their term; and

SECTION 2. That the City Council urges the North Texas Municipal Water District Board of Directors to initiate a comprehensive review of the water supply contracts for both the Member and Customer cities.

SECTION 2. This Resolution shall take effect immediately upon its passage.

DULY PASSED AND APPROVED by the City Council of the City of Wylie, Texas on this the 10th day of November, 2015.

ATTEST TO:

Eric Hogue, Mayor

Carole Ehrlich, City Secretary



Wylie City Council

AGENDA REPORT

Meeting Date:	<u>November 10, 2015</u>	Item Number:	<u>Work Session</u>
Department:	<u>City Secretary</u>		<i>(City Secretary's Use Only)</i>
Prepared By:	<u>C. Ehrlich</u>	Account Code:	<u></u>
Date Prepared:	<u>October 29, 2015</u>	Budgeted Amount:	<u>\$13,000</u>
		Exhibits:	<u>Machine Estimates</u>

Subject

Discussion regarding election polling places and administration of the 2016 General Election

Recommendation

Direction from Council

Discussion

For the past 18 years the Collin County Elections Administration and/or the Rockwall County Elections Administration has administered the Wylie elections for Collin, Dallas, and Rockwall Counties. RCEA administer Chris Lynch has given notice that starting with the 2016 May elections, he will be administering only Rockwall County voters for Cities/ISD jurisdictions in Rockwall County. Collin County Elections administrator Sharon Rowe indicated the same three years ago.

Wylie will now be required to contract with each county for their May elections and/or hold one or more county elections "in house." Below are two options the City Council may consider with regard to future elections.

Option A – The City could contract with Collin County which includes the largest portion of our voters and facilitate the Dallas and Rockwall County voters by renting a DRE machine to qualify these voters. The costs would include an election judge and clerk (or shared election workers), paper ballots and 1 DRE-HAVA voting machine for early voting and one for election day voting. All Wylie voters would go to the same location to cast their votes.

The 2015 Wylie General Election had 4 voters from Rockwall County and no voters from Dallas County cast a vote. The runoff election had 3 voters from Rockwall and no voters from Dallas. The majority of Wylie voters casting votes in this election were from Collin County.

Pros to Option A are:

- All voters will cast their votes at the same location both for early voting and Election Day.

Con to Option A is:

- The county is not administering the election for Rockwall or Dallas County voters. It is being solely conducted by the City.

Costs Associated with Option A*(approximate costs only)*

Collin County Election Administration for Collin County voters only	
(1 Election Day Polling Place)	\$7,500 (includes all services)
(2 Election Day Polling Places)	\$1,200 (add'l Polling Place)
E S & S Machine rental and software services (input of voter information)	\$4,500 (includes paper ballots)
Total Costs	<u>\$12,000-\$13,200</u>

Option B – The City contracts with Rockwall, Dallas, and Collin Counties to hold the General Election.

Pros to Option B:

- Election administrators from all three counties are administering the election.

Cons to Option B:

- Voters in Collin County would vote at the EV and ED locations in Wylie, while...
- Voters in Rockwall County would vote at locations in Rockwall County (Rowlett ISD locations)
- Voters in Dallas County would vote at locations in Dallas County (Sachse)
- Dallas and Rockwall are shared polling places; in the event the other jurisdiction is able to cancel their election, the costs will go up considerably.
- Results of the election would be slow coming in; the City would wait for all three counties to report and all three counties to qualify and count any provisional/overseas votes.

Costs Associated with Option B

Collin County Election Administration for Collin County voters only	\$7,500 (includes all services)
Dallas County Election Administration for Dallas County voters only	\$6,000 (includes all services)
(this cost would increase to \$10,000 if other jurisdiction(s) cancel election)	
Rockwall County Election Administration for Rockwall County voters only	\$2,500 (includes all services)
(this cost would increase if other jurisdiction(s) cancel election)	
Total costs (excluding jurisdiction cancellations)	<u>\$16,000</u>

The second request for direction involves Wylie's polling places. Since 1989 the City has held Election Day voting at two locations; that year Southfork Mobile Home Park was established as an election day polling place. Since that time, voter turnout at this location has declined. In the past three elections, an average of 30 voters has voted at this location.

Wylie voters are accustomed to coming to the Smith Public Library for county, state, and federal elections and for Wylie's early voting in May. Staff is recommending all election day voting be held at the Smith Public Library in lieu of Southfork Mobile Home Park and the First Baptist Church. The Smith Public Library is centrally located between the two current locations and would be less confusing to voters and more cost effective for the City. There have been occasions when the Southfork Mobile Home Park meeting room was unavailable and a smaller alternate location was offered, within the facility. The Smith Public Library has better access and space to hold the election.

Staff is requesting direction for both polling places and administration of the 2016 General Election.

ORDINANCE NO. 89-3

AN ORDINANCE OF THE CITY OF WYLIE, TEXAS, DESIGNATING AN ADDITIONAL POLLING PLACE FOR THAT PORTION OF THE CITY LOCATED WITHIN ELECTION PRECINCT NO. 25 OF COLLIN COUNTY; FINDING THAT A SUITABLE PUBLIC BUILDING IS UNAVAILABLE AND PROVIDING FOR THE LOCATION OF THE POLLING PLACE IN THE CLUBHOUSE OF THE SOUTHFORK MOBILE HOME PARK, SOUTHFORK BOULEVARD, WYLIE, COLLIN COUNTY, TEXAS; REQUIRING THAT SUCH POLLING PLACE BE ACCESSIBLE TO AND USABLE BY THE ELDERLY AND PHYSICALLY HANDICAPPED; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the present polling place of the City of Wylie is inadequate to serve the needs of the voters of the City of Wylie residing in Collin County Election Precinct No. 25; and

WHEREAS, a suitable building is available at Southfork Mobile Home Park for use as a polling place; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS:

SECTION 1.

The City Council of the City of Wylie hereby finds and determines that an additional polling place is needed for the City of Wylie to serve those voters of the City residing in Collin County Election Precinct No. 25.

SECTION 2.

Those voters in Election Precinct No. 25 primarily reside in or near the Southfork Mobile Home Park on Southfork Boulevard in the City of Wylie, Collin County, Texas.

SECTION 3.

A suitable public building is unavailable for such a polling place. The City Council hereby designates the clubhouse of the Southfork Mobile Home Park as the polling place for all municipal elections for qualified voters of the City of Wylie residing within Collin County Election Precinct No. 25.

SECTION 4.

Such polling place shall be accessible to and usable by the elderly and physically handicapped. To so qualify, the polling place shall meet the requirements of Section 43.034 of the Texas Election Code, as amended. Any improvements necessary to the clubhouse of the Southfork Mobile Home Park to comply with Section 43.034 of the Texas Election Code shall be made at the expense of the City of Wylie.

SECTION 5.

Unless otherwise required by law, the above designated polling place shall be used as a polling place for municipal elections of the City of Wylie for all qualified voters of the City residing within Collin County Election Precinct No. 25.

SECTION 6.

This ordinance shall take effect immediately from and after its passage as the law and charter in such cases provide.

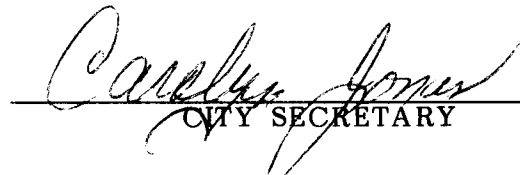
DULY PASSED by the City Council of the City of Wylie, Texas, on the 10th day of January, 1989.



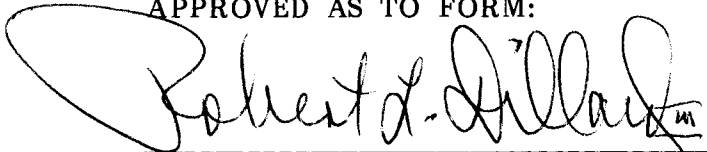
APPROVED:


MAYOR

ATTEST:


CITY SECRETARY

APPROVED AS TO FORM:


CITY ATTORNEY